

**** Per Governor's emergency [Proclamation 20-28](#) et seq., agencies are required to meet completely remotely without providing for a physical location.**

**** Per Section 3 of Anacortes [Resolution 2082](#) Ratifying Proclamation of Emergency and Providing Temporary Procedures to Respond to the COVID-19 Epidemic, adopted by the Anacortes City Council on March 16, 2020, and [Resolution 3010](#), adopted December 28, 2020, extending the duration of Resolution 2082 through March 31, 2021, all in-person Committee meetings of the City Council are cancelled. Council and committee meetings may be held telephonically regardless of whether the City has the capability of video recording meetings.**

- Meetings may be viewed on the [City of Anacortes website](#), on the City of Anacortes [YouTube](#) Channel, or on TV [Channel 10](#).
- The public may also watch, listen to, or participate in the meeting live by visiting <https://us02web.zoom.us/j/89255646791> or by telephoning 1-253-215-8782 and entering Meeting ID 892 5564 6791.
- The public is encouraged to comment via email to cityclerk@cityofanacortes.org or via written comment addressed to City Clerk, P.O. Box 547, Anacortes, WA 98221. Public comments received prior to 3:00 p.m. the day of the meeting will become part of the record for the meeting, just as if presented in person.
- Complete guidelines for public participation in virtual Anacortes City Council meetings are available [here](#). View the quick video example for connecting to the meeting [here](#).



Anacortes City Council

Municipal Building Council Chambers

**** This meeting will be held electronically only ****

January 4, 2021

6:00 PM

PRELIMINARY AGENDA

[Packet Materials](#) / [Watch Meeting](#)

- 1. Call to Order**
- 2. Announcements and Committee Reports**
 - a. COVID-19 Update (Discussion)
 - b. Personnel Committee (Discussion)
 - c. Public Works Committee (Discussion)
- 3. Public Comment**
- 4. Consent Agenda (Action)**
 - a. Minutes of December 28, 2020 (Action)
 - b. Approval of claims in the amount of \$315,935.94 (Action)
- 5. Other Business**
 - a. Resolution 3011: Authorizing the Signature and Execution of a Memorandum of Understanding to the Collective Bargaining Agreement Between the City and the Teamsters Local 231 (Discussion/Action)
 - b. Contract Award: R Avenue Long-Term Improvement Project - Consultant Services #20-127-TRN-001 (Discussion/Possible Action)
 - c. * CivicClerk Public Meeting Demonstration (Discussion)
- 6. Adjournment**

Per Resolution 2044, citizens wishing to comment on items not on the agenda may do so under the Public Comment portion of the agenda. Citizens wishing to comment on agenda items indicated with an asterisk (*) may do so as those items are considered by Council during the course of the meeting.

The City of Anacortes is committed to making public meetings available and accessible to all members of the community. For assistance with special needs, please contact the City Clerk at 360-299-1960 in advance of the meeting.

Anacortes City Council Minutes – December 28, 2020

Mayor Pro Tem Bruce McDougall called to order the Anacortes City Council meeting of December 28, 2020 at 6:00 p.m. Councilmembers Jeremy Carter, Anthony Young, Christine Cleland-McGrath, Carolyn Moulton, Bruce McDougall and Matt Miller all participated in the meeting in absentia via video conference. Councilmember Ryan Walters was absent.

Ms. Moulton moved, seconded by Mr. Miller, to excuse the absence of Mr. Walters. The motion carried unanimously by voice vote.

Announcements and Committee Reports

COVID-19 Update: Mr. McDougall shared current case statistics for Anacortes and Skagit County.

Personnel Committee: Ms. Cleland-McGrath reported that the Teamsters were voting on a proposed 2% COLA for 2021 and that the Personnel Committee would meet after that vote was complete at noon on December 30 to review the results. If appropriate at that time, a resolution adopting an MOU with the Teamsters would be prepared and presented to full City Council for consideration and action at its January 4, 2021 meeting.

Public Comment

No one present wished to address the Council on any topic not already on the agenda.

Consent Agenda

Mr. Miller moved, seconded by Mr. Young, to approve the following Consent Agenda items. The motion carried unanimously by voice vote.

- a. Minutes of December 21, 2020
- b. Approval of Claims in the amount of: \$481,769.85

The following vouchers/checks were approved for payment:
EFT numbers: 98959 through 98990, total \$420,461.20
Check numbers: 98991 through 99007, total \$55,240.99
Wire transfer numbers: 277733 through 277906, total \$5,807.16

OTHER BUSINESS

Resolution 3010: Extending the Duration of Resolution 2082 Providing Temporary Procedures to Respond to the COVID-19 Epidemic

Finance Director Steve Hoglund introduced Resolution 3010, referring to the materials for this agenda item in the packet materials for the meeting. Mr. Miller moved, seconded by Mr. Carter, to approve Resolution 3010. Vote: Ayes – Young, Cleland-McGrath, Moulton, McDougall, Miller and Carter. Motion carried.

There being no further business, at approximately 6:10 p.m. the Anacortes City Council meeting of December 28, 2020 was adjourned.

The following claims against the City of Anacortes have been preaudited and certified by the Clerk-Treasurer as ready for City Council approval at the January 4, 2021 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
278106	7/17/2020	33471	ESARY ROOFING & SIDING CO INC	SENIOR CENTER METAL ROOF INSTALLATION	\$ 78,727.68	pw1
278057	10/14/2020	287	SKAGIT PUBLIC UTILITY	MUTUAL ASSISTANCE ON PROJECTS - SERVICES FOR SKAGIT RIVER RAW WATER PIPELINE	\$ 7,874.48	pw1
278058	11/12/2020	288	SKAGIT PUBLIC UTILITY	MUTUAL ASSISTANCE ON PROJECTS - SERVICES FOR SKAGIT RIVER RAW WATER PIPELINE	\$ 18,618.67	pw1
278054	11/24/2020	2225	DISCOUNT FENCE	FENCE REPAIR	\$ 4,500.00	finance
278112	11/30/2020	4019	NW CLEANERS	JANITORIAL SERVICES - SENIOR CENTER STRIP/WAX FLOORS	\$ 2,500.00	pw1
278115	11/30/2020	4020	NW CLEANERS	JANITORIAL SERVICES - WTP - CARPET CLEANING. STRIP/WAX FLOORS	\$ 1,150.00	pw1
278117	11/30/2020	4021	NW CLEANERS	JANITORIAL SERVICES - PRESSURE CLEANING WA PARK BATHROOMS	\$ 500.00	pw1
277925	12/1/2020	INV8030	LEXIPOL, INC	2021 SUBSCRIPTION RENEWAL	\$ 5,562.00	Legal
278046	12/3/2020	9149993	DEPARTMENT OF NATURAL	2020 FOREST LAND ASSESSMENT - FPA & LOC - WESTSIDE	\$ 921.59	medic
278059	12/10/2020	291	SKAGIT PUBLIC UTILITY	MUTUAL ASSISTANCE ON PROJECTS - SERVICES FOR SKAGIT RIVER RAW WATER PIPELINE	\$ 11,129.56	pw1
278120	12/10/2020	2020-1766	THE WATERSHED COMPANY	PERIODIC REVIEW OF SHORELINE MASTER PROGRAM - THROUGH 11/30/20	\$ 2,327.50	plan
277767	12/12/2020	146592	LAKESIDE INDUSTRIES, INC.	CAUSLAND SUPPLIES	\$ 209.32	parks1
278102	12/14/2020	300000290027	PUGET SOUND ENERGY INC	WTP RESERVOIR & PUMP STATION 11/5/20-12/7/20	\$ 3,991.21	dwtwp
278045	12/15/2020	IN1530244	MUNICIPAL EMERGENCY SERVICES	REPAIR WATER DAMAGE TIC	\$ 172.72	medic
278044	12/15/2020	3194252	ZOLL MEDICAL CORPORATION	THERMAL PAPER	\$ 128.34	medic
277812	12/17/2020	8498 30 017 0543538	COMCAST	DEPOT INTERNET 611 R AVENUE - 12/22-01/21/2021	\$ 186.16	parks1
278048	12/18/2020	917 600 0000 9	CASCADE NATURAL GAS CORP.	1915 13TH ST. 11/17-12/17/20	\$ 61.15	parks1
278049	12/18/2020	440 400 0000 0	CASCADE NATURAL GAS CORP.	FIDALGO CENTER 11/17-12/17/20	\$ 646.40	parks1
278050	12/18/2020	260 037 3822 1	CASCADE NATURAL GAS CORP.	611 R AVENUE 11/17-12/17/20	\$ 327.43	parks1
278051	12/18/2020	638 000 0000 0	CASCADE NATURAL GAS CORP.	411 HILLCREST DR. #B, 11/17-12/17/20	\$ 103.38	parks1
278052	12/18/2020	538 000 0000 1	CASCADE NATURAL GAS CORP.	411 HILLCREST DR. 11/17-12/17/20	\$ 41.71	parks1
278098	12/18/2020	154 700 0000 9	CASCADE NATURAL GAS CORP.	LIBRARY 11/17-12/17/20	\$ 1,187.05	publib
277772	12/18/2020	ReimbNorris	NORRIS, JOHN	HARDWARE	\$ 20.78	fiber
278095	12/18/2020	P0002-39	QCC QUALITY CONTROLS CORP.	ON CALL PROFESSIONAL SERVICES AT WTP	\$ 4,551.58	dwtwp

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
278096	12/18/2020	P0002-40	QCC QUALITY CONTROLS CORP.	ON CALL PROFESSIONAL SERVICES AT WTP - NOVEMBER 2020	\$ 2,672.50	dwtp
278099	12/18/2020	P0001-46	QCC QUALITY CONTROLS CORP.	ON CALL PROFESSIONAL SERVICES AT WWTP - OCTOBER & NOVEMBER 2020	\$ 3,989.00	dwwtp
278104	12/18/2020	P0001-47	QCC QUALITY CONTROLS CORP.	ON CALL PROFESSIONAL SERVICES AT WWTP - HARDWARE	\$ 1,210.19	dwwtp
278056	12/18/2020	50900	ROBINSON BROTHERS	MUNICIPAL BROADBAND NETWORK - LIBRARY TO MSTs AERIAL AREAS	\$ 63,001.51	fiber
278116	12/18/2020	2877	SKAGIT 911	1ST QTR MAINTENANCE	\$ 7,363.00	medic
278118	12/20/2020	4037	NW CLEANERS	JANITORIAL SERVICES - DECEMBER 2020	\$ 4,001.00	pw1
278122	12/21/2020	13402002506	CROSS MATCH TECHNOLOGIES	GUARDIAN 200 FINGERPRINT SCANNER - REMOTE CONNECTED IMPLEMENTATION	\$ 906.75	apd
277946	12/21/2020	9319319724	GRAYBAR ELECTRIC COMPANY, INC	ADAPTER FOR OTDR	\$ 75.89	fiber
277826	12/21/2020	ODYSSEY2021	SKAGIT COUNTY CLERK	PUB DEF ODY SUBSCRIPTION	\$ 250.00	legal
278119	12/21/2020	18193	TRANSPORTATION SOLUTIONS INC	ON-CALL TRANSPORTATION ENGINEERING SERVICES - 9/16/20-12/15/20	\$ 212.63	plan
278121	12/21/2020	18194	TRANSPORTATION SOLUTIONS INC	ON-CALL TRANSPORTATION ENGINEERING SERVICES - DIDGWALIC CONCURRENCY REVIEW	\$ 2,449.01	plan
278041	12/22/2020	6020117	CARDINAL HEALTH 110, INC.	PHARMACEUTICALS	\$ 284.74	medic
277971	12/22/2020	2966	ELOGGER INC.	MAINTENANCE AGREEMENT 2/15/21-2022	\$ 5,088.20	medic
277972	12/22/2020	8181105636	SHRED-IT USA, LLC	12/17 CONTAINER SHREDDING - CITY HALL	\$ 163.94	finance
277988	12/22/2020	8181103426	SHRED-IT USA, LLC	OLD RECORDS DESTROYED - APD	\$ 62.57	apd
278053	12/22/2020	Pay App 2	TIGER CONSTRUCTION LTD	GRANDVIEW CEMETERY EXPANSION - PHASE 1	\$ 61,790.97	pw1
278103	12/22/2020	331 0552960	UNIFIRST CORPORATION	WATER CREW LAUNDRY	\$ 39.29	wdist
278113	12/23/2020	6024511	CARDINAL HEALTH 110, INC.	PHARMACEUTICALS	\$ 65.64	medic
277973	12/23/2020	93034660	CHEMTRADE CHEMICALS US LLC	ALUMINUM SULFATE	\$ 5,262.99	dwtp
278108	12/24/2020	317844	DOORMAN COMMERCIAL, LLC	2020 AUTOMATIC DOORS ANNUAL MAINTENANCE	\$ 3,655.68	pw1
277990	12/24/2020	ReimbMowrer	MOWRER, EVAN	BATTERIES FOR CAR KEY FOB	\$ 11.96	apd
277974	12/24/2020	PettyCashKnapp	PETTY CASH FUND	REIMBURSE PETTY CASH KERI	\$ 26.00	finance
277974	12/24/2020	PettyCashKnapp	PETTY CASH FUND	REIMBURSE PETTY CASH KERI	\$ 26.00	S
278123	12/24/2020	B12791545	SHI INTERNATIONAL CORP.	ACROBAT PRO LICENSE	\$ 16.46	finance
278038	12/24/2020	113077	WALTON BEVERAGE COMPANY, INC	AFD BREKROOM SUPPLIES	\$ 98.50	medic
278092	12/28/2020	2774138	FOSTER GARVEY PC	A AVENUE LANDFILL CLEANUP MATTER #200	\$ 157.50	legal
278094	12/28/2020	2774137	FOSTER GARVEY PC	WATER TREATMENT PLANT MATTER #96	\$ 2,090.50	legal
278047	12/28/2020	PettyCashErin	PETTY CASH FUND	REIMBURSE IMPREST FUND	\$ 195.70	finance
278047	12/28/2020	PettyCashErin	PETTY CASH FUND	REIMBURSE IMPREST FUND	\$ 195.70	S
278111	12/28/2020	0262934-IN	REISNER DISTRIBUTOR INC	INCINERATOR FUEL	\$ 853.26	dwwtp

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
278105	12/29/2020	1220	NELSON, BONNIE	AGING MASTERY PROGRAM ADMINISTRATION - DECEMBER 2020	\$ 300.00	parks1
278097	12/29/2020	331 0554221	UNIFIRST CORPORATION	WTP LAUNDRY SERVICE	\$ 99.75	dwtpt
278040	1/1/2021	20210101	CHOWANEC, WILLIAM	STA 3 RENT: JANUARY	\$ 2,340.00	medic
277975	12/1/2021	1079469	GUARDIAN SECURITY SYSTEMS INC	ALARM MONITORING-FIRE STATION 1	\$ 179.53	finance
277977	12/1/2021	1079471	GUARDIAN SECURITY SYSTEMS INC	ALARM MONITORING-WT PRESTON	\$ 179.53	finance
277979	12/1/2021	1079472	GUARDIAN SECURITY SYSTEMS INC	ALARM MONITORING-APD	\$ 179.53	finance
277982	12/1/2021	1079473	GUARDIAN SECURITY SYSTEMS INC	ALARM MONITORING-INTERPRETIVE CENTER	\$ 179.53	finance
277983	12/1/2021	1079474	GUARDIAN SECURITY SYSTEMS INC	ALARM MONITORING-FIDALGO CENTER	\$ 179.53	finance
277984	12/1/2021	1079475	GUARDIAN SECURITY SYSTEMS INC	ALARM MONITORING-LIBRARY	\$ 179.53	finance
277985	12/1/2021	1079476	GUARDIAN SECURITY SYSTEMS INC	ALARM MONITORING-MUSEUM	\$ 179.53	finance
277986	12/1/2021	1079477	GUARDIAN SECURITY SYSTEMS INC	ALARM MONITORING-WTP	\$ 104.16	finance
277987	12/1/2021	1079478	GUARDIAN SECURITY SYSTEMS INC	ALARM MONITORING-CITY HALL	\$ 179.53	finance

Total					\$315,935.94	
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City Council Agenda Item Summary

Meeting Date: 1/4/2021

Agenda Item Number: 5a

Agenda Item Title: Resolution 3011: Authorizing the Signature and Execution of a Memorandum of Understanding to the Collective Bargaining Agreement Between the City and the Teamsters Local 231

Staff Contact(s): Steve Hoglund

Action Type: Resolution 3011

Item Summary: The current Collective Bargaining Agreement (CBA) between the City and Teamsters Local 231 (Union) was authorized by Council in May of this year. The CBA did not have Cost Of Living Allowances (COLAs) established for 2021 or 2022, but there is language in the CBA (section 10.02.1) authorizing a wage opener to establish such. There is also language (Addendum E) directing discussion in 2020 related to adding City Fiber positions to the CBA. The attached MOU addresses both of those issues. A 2% COLA was negotiated between the City and Union earlier this year; this is based on established COLA's for the City's 2 other bargaining units (Police and Fire at 2.5% and 2%), as well as the one comparable City in the region that has a Teamster COLA in place for 2021, Arlington, at 2.5%. The attached MOU also incorporates 3 Fiber positions into the CBA: the Field Techs, Outside Plant Coordinator, and Business Assistant.

Budget Impact

Amount Budgeted:

Proposed Expenditure:

Budget Amendment Required?

Previous Action:

5/18/20 [Resolution 2086](#) authorizing 2020-2022 CBA
November / 2020 City / Union COLA and Fiber Employee negotiations
12/29/20 Personnel Committee review
12/30/20 Union membership ratification of MOU

Recommended Motion: I move to adopt Resolution 3011 authorizing the Mayor to sign the MOU between the City and Teamsters Local 231

Alternative Actions: do not approve resolution, provide staff direction

Attachments In order presented:

- Resolution 3011
- MOU
- CBA

RESOLUTION 3011

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANACORTES, WASHINGTON AUTHORIZING THE SIGNATURE AND EXECUTION OF A MEMORANDUM OF UNDERSTANDING TO THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY AND THE TEAMSTERS LOCAL 231

WHEREAS, the City of Anacortes (“the City”) and Teamsters Union Local 231 (“the Union”) are parties to a collective bargaining agreement (“CBA”) with effective dates of January 1, 2020 through December 31, 2022, and

WHEREAS, Article 10.02.01 of the CBA provided a wage opener to address cost of living increases for successor years of the contract, and

WHEREAS, The development of the Municipal Fiber department established employee positions whose duties were consistent with those of other City employees who were members of the Union, and were determined should be incorporated into Union membership, and

WHEREAS, A Memorandum of Understanding was negotiated between the Union and the City, and approved by a vote of the majority of Union members, which incorporates the City Fiber employees into the Union, and

WHEREAS, This MOU also satisfies section 10.02.01 of the CBA in that it authorizes a 2% Cost of Living Adjustment (COLA) for fiscal year 2021 to the Union represented employees, and

WHEREAS, This MOU will be effective January 1, 2021 thereby affecting City payroll on the second payroll cycle in January, for the January 20th payday.

NOW, THEREFORE BE IT RESOLVED by the Anacortes City Council that the Mayor is authorized and directed to execute the attached memorandum of understanding effective January 1, 2021 by and between the City of Anacortes and the Teamsters Local 231.

Laurie Gere, Mayor

ATTEST:

Steven D. Hoglund, City Clerk/Treasurer

APPROVED AS TO FORM:

Darcy Swetnam, City Attorney

MEMORANDUM OF UNDERSTANDING

By and Between
THE CITY OF ANACORTES
And
TEAMSTERS LOCAL 231

Addendum D of the Collective Bargaining Agreement Negotiations addressing
2021 Wages and Municipal Fiber positions transition to Teamster representation

BACKGROUND:

1. The City of Anacortes ("the City") and the Teamster Union Local 231 ("the Union") are parties to a collective bargaining agreement ("CBA") with effective dates of January 1, 2020 through December 31, 2022.
2. Article 10.02.1 provided a wage opener to address cost of living increases for successor years of the contract. This MOU addresses 2021 increases. Discussions about 2022 cost of living discussions will occur in 2022.
3. Addendum D of the CBA provided for post-negotiation discussions. This MOU addresses municipal fiber positions. Other sections of Addendum D remain open for further discussion.
4. The parties have conferred and agree to the provisions below.

AGREEMENT:

1. Effective January 1, 2021 there will be a 2.0% wage adjustment to the 2020 wage schedule.
2. The positions of Municipal Broadband Field Technician, Outside Plant Coordinator, and Business Assistant will transition to Teamster represented positions. The Municipal Broadband Manager and the Municipal Broadband Network Technician remain unchanged.

Position	Salary Schedule Placement	Boot Allowance
Municipal Broadband Field Technician	T22	Yes
Outside Plant Coordinator	T23	Yes
Business Assistant	T22	No

Signed and dated this _____ day
of _____, 2021.

CITY OF ANACORTES

By: Laurie M. Gere
Mayor

Signed and dated this _____ day
of _____, 2021.

TEAMSTERS LOCAL 231

By: Richard J. Ewing
Secretary-Treasurer

Signed and dated this _____ day
of _____, 2021.

CITY OF ANACORTES

By: Emily Schuh
Administrative Services Director

Signed and dated this _____ day
of _____, 2021.

TEAMSTERS LOCAL 231

By: Jennifer Thompson
Business Representative

LABOR AGREEMENT

BETWEEN

The CITY OF ANACORTES

AND

TEAMSTERS UNION LOCAL NO. 231

REPRESENTING

ANACORTES MUNICIPAL EMPLOYEES

JANUARY 1, 2020 – DECEMBER 31, 2022

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ARTICLE 1: RECOGNITION

- 1.01 The Employer agrees to recognize the Union as the sole collective bargaining agency for the bargaining unit as described in the certification of representation to include all regular full-time and regular part time non-supervisory employees of the City of Anacortes including library and museum employees, excluding uniformed employees, supervisors, confidential employees, and all other historically excluded employees.

ARTICLE 2: DEFINITIONS

- 2.01 The following definitions are provided for clarity:

Full-Time Employee: An individual who works a normal forty-hour workweek and is hired for an indefinite period. A full-time employee may be classified as either exempt or nonexempt.

Part-Time Employee: An individual who works less than a normal workweek and is hired for an indefinite period. A part-time employee may be classified as either exempt or nonexempt.

Provisional Part-Time Employee (applies to Library and Museum staff only): An employee with a FTE of less than 50% who typically works less than twenty (20) hours per week. Employees classified as provisional part-time are eligible for bereavement leave and personal holiday accrual proportionate to their FTE.

Temporary Employee: Generally is an individual who is hired either part-time or full-time for a specified, limited period. A temporary employee may be classified as either exempt or nonexempt. A temporary employee who works more than one thousand, forty regular hours (1040) in a work year may be required to join the applicable bargaining unit.

ARTICLE 3: UNION SECURITY

- 3.01 Dues Processing: The Union will notify the City of its initiation fees and dues. The City agrees to deduct such membership initiation fees and dues from the wages of employees who have authorized deductions in writing. The payroll deduction will begin the pay period following receipt of the authorization form. The City will remit to the Secretary-Treasurer of Teamsters Union Local 231 said monies together with a list of employees and amounts to be credited on their behalf.
- 3.02 Revocation: The Union will promptly furnish the Employer written notification from an employee who revokes consent of the deduction of Union initiation fees and dues. Once notified, the Employer will stop deducting initiation fees and dues.
- 3.03 Indemnification: The Union will indemnify the City against any and all liability which may arise by reason of the deduction by the City of money for Union membership dues from employee's wages in accordance with employee authorizations furnished to it by the Union, including reimbursement for any legal fees or expenses incurred in connection with such action. The Employer will promptly notify the Union in writing of any claim, demand, suit or other form of liability asserted against it relating to its implementation of this Article.

- 3.04 Notification to Union of New Hires: The City agrees to notify the Union of new hires within seven (7) days of hire. Notification will be in writing and will include name, address, date of hire, classification, work location, and phone number.
- 3.05 New Hire Orientation: The City will provide the Union thirty (30) minutes during the employees' regular working hours, for purposes of presenting information about the Bargaining Unit and Union membership. The presentation may occur during a new employee orientation provided by the employer, or at another time and location mutually agreed to by the employer and the Union. The Union Shop Steward and Business Representative will be allowed to attend this new hire orientation. This shall generally occur within the first two (2) weeks of an employee's date of hire but in no instance later than ninety (90) calendar days.
- 3.06 Communication: The employer shall remain neutral when communicating with employees about Union membership. Questions regarding Union membership will be referred to the Union, such as a Shop Steward or Business Representative.

ARTICLE 4: PROTECTION OF RIGHTS

- 4.01 Picket Lines: It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event a City of Anacortes employee refuses to enter upon any private property involved in a sanctioned labor dispute, or refuses to go through or work behind any sanctioned picket line of Union parties to this Agreement, and including sanctioned picket lines at the Employer's place of business. Sanitation employees shall make pickups that are located on the public right-of-way.

ARTICLE 5: MANAGEMENT RIGHTS

- 5.01 Personnel Management: The right to hire, promote, discipline or discharge for just cause, improve efficiency, and determine the work schedules and location of department headquarters are examples of management prerogatives. It is also understood that the City retains its right to manage and operate its departments except as may be limited by an express provision of this Agreement.
- 5.01.1 The employer shall have the right to continue to contract or sub-contract any work as it has done in the past, provided that any new kind of contracting shall be subject to impact bargaining. The employer will provide the Union with notice no less than thirty (30) days prior to implementation of any changes in operations or services that would require contracting or sub-contracting of bargaining unit work. This notice shall provide the Union with an opportunity to meet with the Employer to discuss whether or not the work can be efficiently and effectively performed by bargaining unit employees. These restrictions on contracting work shall not apply to seasonal work and the corresponding use of seasonal or temporary employees. The City retains the right to make all final decisions on contracting or sub-contracting after appropriate notice and discussion with the union. However, no such decisions shall be arbitrary or capricious.

- 5.02 Municipal Service Delivery: Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the City, and as such, maximized performance is recognized to be an obligation of employees covered by this Agreement. In order to achieve this goal, the parties hereby recognize the City's right to determine the methods, processes and means of providing municipal services, to increase, diminish, or change municipal equipment, including the introduction of any and all new, improved or automated methods or equipment, and the assignment of employees to specific jobs within the bargaining unit in accordance with their job classification or title.
- 5.03 Performance Standards: The Union recognizes the City's right to establish and/or revise performance standards. Such standards may be used to determine acceptable performance levels, prepare work schedules, and measure the performance of employees. In establishing new and/or revising existing performance standards, the City shall meet, prior to implementation, with the Union to jointly discuss such performance standards.
- 5.04 Personnel Policies: Nothing contained in this Agreement shall prevent the City from proceeding in accordance with Personnel Policies formally adopted by the City Council; provided that these rules do not conflict with items covered by this Agreement.
- 5.05 New Hire Salary Placement: The City reserves the right to place new employees within the salary grid appropriate to their experience as determined by the hiring department head.
- 5.06 Employee Assignments: Cross training may be assigned outside of an employee's general work assignment by mutual agreement of the City and the employee. If an assignment is reasonably related to the employee's general areas of work, training, and capabilities the City may assign an employee. During times of emergencies or when it is necessary for work to progress, the City reserves the right to reassign employees as necessary.
- 5.07 Use of Volunteers (Museum & Library): The use of volunteers support the ongoing mission of the Library and Museum and the evolving needs of the community. Volunteers will work under a defined volunteer program and will be assigned specific projects to complete while under staff supervision. The use of volunteers is to supplement staff and not to replace or supplant paid staff.

ARTICLE 6: EMPLOYEE RIGHTS

- 6.01 The Employer appreciates and strives to recognize quality performance and length of service. Both contribute greatly to the service the Employer and employees are able to provide customers.
- 6.02 Layoff & Reduction in Force: The Employer shall decide all questions as to layoffs, subject to the right of the Union to request and discuss with the Employer the reason for any layoffs involving bargaining unit positions. If a layoff or reduction in force becomes necessary, consideration will be given to each employee's qualifications, job performance, and seniority before a decision regarding such layoff or reduction in force is made. For the purpose of these incidents, employees will be grouped together with, and compared to, others in the same job classification. Seniority will be determined by adding all of the employee's time within the classification to half of the employee's time

spent in another City classification or classifications. For example, if an employee has five years in the classification being reduced and two years in a prior classification, the employee would be awarded six years of seniority.

- 6.03 Rehire Eligibility After Layoff: Decisions to rehire laid-off employees will be made using the same criteria; qualifications, job performance and seniority.
- 6.04 Holding Position After Layoff: In the case of layoffs, the employee's position and seniority shall be held up to, but not exceeding twelve (12) months from the date of the employee's last day of work prior to layoff.
- 6.05 Medical Leave of Absence: Medical Leaves of Absence are generally limited to a maximum of six months in duration. However, if the prognosis from the health care professionals is that the employee will never be able to return to employment, the leave may be shorter. Conversely, if the prognosis from the health care professionals near the end of the six month period is a more likely than not return to duty within a reasonable period of time beyond the six (6) months, the City agrees to consider such extension.
- 6.06 Filling Vacancies of Union-Represented Positions: If a position within the bargaining unit becomes open (through a vacancy, or if a new position is created), and the City intends to fill that position, the City will first advertise the position to all bargaining unit employees for seven (7) business days. The advertisement will include the current job description. Any bargaining unit employee who applies according to the advertised procedure, and meets the minimum qualifications, will be interviewed and considered prior to externally posting the position.
- 6.07 Probationary/Trial Period for New Employees: Positions covered by this Agreement will have a twelve-month (12-month) probationary/trial period during which time the employer decides the capability and desirability of retaining the new employee. During the trial period, supervisors will provide the new employee a written evaluation no less than every three (3) months. The evaluation will provide a clear update for the new employee with regard to the employer's perceived capability and desirability of retaining the new employee. During the probationary period the employee cannot transfer between departments. Trial/probationary periods may be extended in no more than three (3) month increments if the City deems the employee needs additional time in the position to verify their capability to continue in the position. Such extensions must be requested to the Union no less than ten (10) business days prior to the end of the official trial period.
- 6.08 Probationary/Trial Period for Employee Transfers: Current employees who transfer to another Teamster-represented position shall be placed on a six-month (6-month) probationary/trial period. Probationary/Trial periods for transfers may be extended in no more than three (3) month increments if the City deems the employee needs additional time in the position to verify their capability to continue in the position. Such extensions must be requested to the Union no less than ten (10) business days prior to the end of the official trial period.
- 6.09 Temporary Employees: A temporary non- represented employee shall become a member of the bargaining unit once the employee has accumulated one thousand forty (1,040) hours within a twelve (12) month period from the date of hire provided the employee is not terminated. Temporary non-represented part-time employees shall not

be terminated for the purpose of avoiding accumulation of one thousand forty (1,040) hours from date of hire.

ARTICLE 7: NON-DISCRIMINATION

- 7.01 In accordance with applicable law, neither the City nor the Union shall discriminate against any employee covered by this agreement on the basis of race, color, national origin, creed, religion, sex, age (over 40), marital status, physical or mental disability, genetic information, gender identification, or status as an honorably discharged veteran, or any other class protected by federal, state, or local law. Other than union membership, any dispute concerning the interpretation and application of this article shall be processed through the appropriate federal or state agency or court.
- 7.02 The Union recognizes that the City is an Equal Opportunity Employer.

ARTICLE 8: NEGOTIATIONS

- 8.01 Bargaining unit employees shall be allowed to meet as a committee with City representatives to conduct collective bargaining negotiations during regular working hours provided that such Union Bargaining Committee shall not exceed three (3) members. With concurrence from the Mayor and the Union, the Union Bargaining Committee may be increased to a maximum of six (6) members.
- 8.02 The City agrees that compensatory time off at time and one-half (1½) rate of pay shall be paid to Union Bargaining Committee members for the hours spent in negotiations beyond the employee's regular workday.
- 8.03 No union activity, except for a bona fide grievance or investigation meeting or disciplinary hearing with a supervisor shall be conducted during the paid workday.

ARTICLE 9: HOURS OF WORK AND OVERTIME

- 9.01 Workday Defined: The workday, for the purpose of this Agreement, shall be an eight (8) hour workday within a twenty-four (24) hour period, except Waste Water Treatment Plant Operators and Water Treatment Plant Operators.
- 9.02 Meal Periods & Rest Breaks: The standard meal period shall be one (1) hour of unpaid time. Full-time employees shall receive a maximum of two (2) fifteen minute paid rest/relief periods in each day's work schedule. The rest period should occur approximately midway during each of the first (1st) and second (2nd) half of the work day, scheduled so that service to the public will not be impaired. With supervisory approval, such rest/relief periods may be added to the normal lunch period, but may not be taken at the end of the work day. With supervisory approval, a series of short "intermittent breaks", small breaks of a few minutes each that total fifteen (15) minutes every four (4) hours, are permissible if the nature of the employee's work allows for such intermittent breaks. An employee who misses a rest/relief break shall notify a supervisor as soon as possible. Water and Wastewater employees' meal period shall be one (1) hour of paid time during the scheduled working shift. This one (1) hour provision may be changed by mutual agreement between a majority of the employees in a department and

their supervisor. Only operators are subject to the paid lunch period due to the requirement to manage the plant.

- 9.03 Extended Shift & Meal Break: Employees working three (3) or more hours longer than a standard eight 8-hour day shall be allowed one (1) additional paid thirty (30) minute meal period just prior to, or during, the work period that exceeds eight (8) hours. The meal period cannot be taken as the last 30 minutes of an extended shift.
- 9.04 Paid Meal for Overtime: Employees working unscheduled overtime for three or more hours who are not able or allowed to leave the job site will be provided a meal at city expense, consistent with the meal allowance in the City's travel policy.
- 9.05 Shift Worker Defined: Employees, where the duties and the operation require twenty-four (24) hour coverage at the job location, are considered shift workers.
- 9.06 Workweek Defined: The workweek shall consist of five (5) consecutive eight (8) hour periods during seven (7) consecutive days, except for Water Treatment Operators and Waste Water Treatment Operators, unless mutually agreed upon between the majority of affected employees in that department and the department head. The normal workweek is Sunday through Saturday, beginning and ending at midnight on Saturday and consisting of forty (40) hours except for Water Treatment Operators and Waste Water Treatment Operators. See also Addendum D for Water Treatment Plant Employees.
- 9.07 Overtime: Overtime pay at the rate of one and one-half (1-1/2) times the minimum straight-time hourly rate of pay shall be paid for time worked beyond an employee's normal assigned hours of labor within a twenty-four (24) hour period; and for time worked in excess of forty (40) hours within seven (7) consecutive day period, and for time worked on listed holidays.
- 9.07.1 Water Treatment Plant Operators working shifts shall work a maximum of eighty (80) hours during any two (2) week period, and shall be paid straight-time pay for eighty hours in every two-week period, although their hours in any one workweek may fluctuate. If an operator works in excess of a scheduled shift, more than fifty-six (56) hours in a workweek, more than eighty 80 hours in the two (2) week period, more than two thousand eighty (2,080) hours in a year including listed holidays, the employee will be compensated at time and one-half (1½); provided, however, that the employee shall not be compensated twice for the same overtime hours. See also Addendum D for Water Treatment Plant Employees.
- 9.07.2 If a Water Treatment Plant Operator receives less than twelve (12) hours' notice before the start of an open shift, overtime will be paid for the additional hours beyond the original scheduled shift. If a Water Treatment Plant operator is notified more than twelve (12) hours in advance of the open shift, the operator will adjust their schedule to eliminate overtime. See also Addendum D for Water Treatment Plant Employees.
- 9.07.3 Waste Water Treatment Operators working ten (10) hour shifts shall work a maximum of one hundred twenty (120) hours during any three (3) week period, and shall be paid straight time pay for one hundred twenty (120) hours in every

three (3) week period although their hours in any one workweek may fluctuate. If an operator works in excess of a scheduled ten (10) hour shift, more than one hundred twenty (120) hours in a three (3) week period, or more than two thousand eighty (2,080) hours in a year including listed holidays, the employee shall be compensated at time and one-half (1½) provided, however, that the employee shall not be compensated twice for the same overtime hours.

9.08 Compensatory Time: Teamster-represented employees shall be allowed to accumulate compensatory time in lieu of overtime pay to a maximum balance of eighty (80) hours. Once an employee has reached the maximum accumulation, overtime compensation will be paid at the appropriate rate for overtime hours worked, consistent with section 9.07 of this agreement. Compensatory time shall be taken at the convenience of the Employer and the Employee. Employee's compensatory time balance will be cashed out annually on the December fifth (5th) payday. Prior to the December fifth (5th) payday employees may elect to carry over a maximum of sixteen (16) hours of compensatory time to the following calendar year.

9.09 Hourly Rate Calculation: For the purpose of payroll calculation, the minimum straight-time hourly rate of pay shall be calculated in the following manner: the annual rate of pay shall be divided by two thousand eighty (2,080) hours, which constitute the total number of regular hours in a year and is reached by multiplying the forty (40) hours per week times fifty-two (52) weeks.

9.10 Callout List: Employees in each division of Public Works Operations, (including Water Distribution), and Parks Maintenance may opt to be included on a rotating callout list. By November (1st) of each calendar year a "sign-up" list will be posted in each division for two (2) calendar weeks allowing qualified employees to sign up indicating a desire to be included on the annual call-out list. Upon completion of the two (2) week sign-up period, the employer will create a list in each division by seniority order. The list will be effective for twelve-months (12-months) beginning December 1st and ending November 31st. Employees are responsible for ensuring their supervisor and/or their designee has the employee's preferred phone number. To be eligible to receive a callout an employee must be fit for duty and able to respond onsite within sixty (60) minutes. The established call-out list shall be used by the supervisor and/or their designee in a rotating order. Once an employee is contacted for callout they will be moved to the bottom of the list whether they accept or refuse the callout. A supervisor may assist with a call-out to contain an emergent situation and work with bargaining unit members. However, the City agrees that bargaining unit work shall not be supplanted through the use of non-represented staff. Probationary employees are not eligible for the callout rotation until they have successfully completed their probationary period.

9.10.1 Callout Compensation: Employees called back to duty after completing their required shift and having left the place of employment shall be paid a minimum of two (2) hours at one and one half (1½) times the minimum straight time hourly rate of pay portal to portal. If an employee receives an additional callout request while on a callout and has been performing the work for less than two (2) hours, the employee shall not receive an additional callout pay for the second callout. Employees, who have responded to a callout, returned to their initial portal and then receive another callout, will receive compensation for a new callout.

- 9.10.2 Holiday Callouts: Defined as callouts that occur on the recognized dates as defined in Article 12.01. Employees shall be paid a minimum of four (4) hours at one and one half (1 1/2) times the minimum straight time hourly rate of pay portal to portal. If an employee receives an additional callout request while on a callout and has been performing the work for less than two (2) hours, the employee shall not receive an additional callout pay for the second callout. Employees who have responded to a callout, returned to their initial portal and then receive another callout, will receive compensation for a new callout.

On January 1st, July 4th, November 11th and December 25th only, if the holiday falls on a Saturday or Sunday and the employee receives a callout on the weekend, holiday callout pay will apply. If an employee is called out on the observed holiday, holiday callout pay will apply as well.

- 9.10.3 Off-Duty Call: Employees receiving an authorized call at their home pertaining to work but not requiring them to return to duty, shall be paid in fifteen (15) minute increments at one and one half (1 1/2) times the minimum straight time hourly rate of pay for the time they spend responding from home. See also Addendum D for Water Treatment Plant Employees.

- 9.11 Work Schedules: Management retains the rights outlined in Article 5 which specifically addresses the right to determine work schedules. Management and staff may propose changes in work schedules for groups of employees holding the same classification. Management retains the right to determine whether or not the proposed change meets the business needs of the department. If it does and with 60 calendar days' advance notice, staff will transition on a trial basis to the new schedule for a minimum of 90 calendar days to allow time to understand the pros and cons of the schedule. Following the trial period, staff who are impacted by the schedule change will vote on whether or not to transition to the new schedule permanently. Trial schedule changes shall be limited to one per calendar year. Schedules must conform to FLSA requirements and City ordinances.

- 9.12 Alternative Work Schedules: Employees are eligible to pursue an alternative work schedule. Final decisions for participation will be based upon an objective review of the individual circumstances and the demands of the position. An alternative work schedule will be implemented for an eligible employee who can satisfactorily demonstrate that the proposed schedule will not materially interfere with regular business operations of the City and will not compromise the City's existing service to citizens.

An employee with a documented performance problem may be denied their request for an alternative work schedule, depending on the nature of the performance problem.

Alternative schedules for non-exempt employees should be developed carefully and must comply with the Fair Labor Standards Act (FLSA). All non-exempt, overtime eligible, Teamster-represented employees who are on an alternative work schedule will be paid on an hourly basis.

Changes on workload, funding, legal mandates, changing legal interpretations or other needs of the City and/or individual departments could cause the City to revise or cancel the alternative work schedule options offered at any time and without notice. An employee may request cancellation of the 'alternative work schedule' by providing

reasonable notice to the City. Such reasonable notice shall not be less than 30 days advance notice of the requested termination date of the alternative schedule. Unless otherwise specified by the position, employees who return to a standard schedule will return to the standard base salary payment structure.

9.12.1 Sample Alternative Work Schedules:

- A) Flex-Time: Flex-time is a work schedule that permits flexible starting times and quitting times for employees other than the standard work day, with a standard number of core hours which must be worked. The following is the flex-time model adopted for the City:

FLEXIBLE TIME	CORE TIME	FLEXIBLE TIME
7:00 AM – 9:00 AM	9:00 AM – 3:00 PM	3:00 PM – 6:00 PM

- B) Compressed Work Week/Modified Compressed Work Week: Employees work a standard number of hours within fewer days during the same week, or each work day is an extra 30 - 60 minutes longer, with one day off, every other two or three weeks. Possibilities include:

- **4/10**: Forty (40) hours in a one-week period scheduled over four (4) working days. Each work day is a total of ten (10) hours.
- **9/80**: Eighty (80) hours in a two-week period scheduled over nine (9) working days. Example: the normal work day is extended by one-hour five days one week and three days the next week, with one regular eight-hour day. This produces one extra day off every two weeks.

- 9.12.2 Application Process: The interested employee will complete a standard written application, which will include the proposed alternative work schedule, the employee circumstances leading up to the request, potential problems identified and recommended solutions.

The department head and supervisor, within ten (10) working days, will review the application and recommended approval or denial. The application will then be forwarded to Human Resources. Prior to approval, Human Resources will ensure that the proposed schedule is in compliance with the Fair Labor Standards Act (FLSA). If approved, the individual will work with Human Resources and the department to implement the approved schedule. If the application is not approved, the written decision will include the reasons for the decision.

The decision should be considered final. Should circumstances change significantly, the employee may submit a new request, which includes the justification for reconsideration.

- 9.12.3 Trial Period: All approved applications will be implemented for a trial period, not to exceed three (3) months. At the conclusion of three months, the department director and Human Resources will reevaluate the situation, and will

recommend whether the alternative work schedule should or should not be continued.

At the conclusion of the trial period, the involved department director may discontinue the alternative work schedule then or at any later time, providing a thirty day written notice to the employee, and including reasons for the discontinuation. If the alternative work schedule is discontinued, the employee may submit a new application if circumstances (of the employee, the department, or position) change significantly.

- 9.12.4 Accruing and Using Sick and Vacation Leave and Holiday Pay: In most circumstances sick leave and vacation leave will continue to accrue at the regular rate (for example: if the employee utilizes time off without pay on holidays their vacation and sick leave accruals would be reduced accordingly). When an employee takes a full day of sick or vacation leave, the time charged will be equivalent to the full number of hours the employee was scheduled to work. This compensates for actual time absent for regularly scheduled work hours.

When a paid holiday, as defined in Article 12, falls on an employee's regularly scheduled work day, the employee will be paid eight (8) hours of holiday pay.

For each recognized holiday, employees on an alternative work schedule may elect not to use their accrued vacation, compensatory time, or personal holiday hours to supplement the eight (8) holiday hours. For example, if the employee regularly works 10 hours per shift they may elect to only receive eight (8) hours of holiday pay, and have two (2) hours of time unpaid. If the employee does not use their accrued vacation, compensatory time, or personal holiday hours, the time must be marked as absent without pay; leave accruals and benefits will be adjusted accordingly. If an employee fails to designate unpaid time as "absent without pay" within the same pay period as the holiday occurred, accrued vacation, compensatory time, or personal holiday hours will be applied to the hours in excess of eight (8) for the holiday.

- 9.12.5 Standards: Employees will schedule personal appointments (doctor, dentist, etc.) on their scheduled day off, whenever possible. Employees may be asked to fill in on their regularly scheduled day off for employees who are absent and such employees shall be compensated at his/her appropriate rate of pay. Supervisors and employees will provide as much advance notice as possible and will be flexible in working out an alternative schedule for the employee asked to work on their regular day off.

9.13 See Also Addendum B for Hours of Work and Overtime for Library Operations.

9.14 See also Addendum C for Hours of Work and Overtime for Museum Operations.

ARTICLE 10: WAGES

- 10.01 Pay Dates: Employees are paid on the 5th and the 20th of the month. If the regular payday occurs on a Saturday, Sunday, or a holiday, employees is paid on the last working day before the regular payday.

10.02 Wages: Wages shall be set forth in Addendum A.

10.02.1 Effective June 1, 2020 and based on the results of a comparable data study, the Union and the City have agreed to a restructured wage matrix. Placement of positions in the new wage matrix shall be based on comparable data, and determined as agreed to by the Negotiating Committee. The current wage for each employee relative to their current placement in the 2019 wage matrix may be modified based on placement into the new matrix however, all 2019 wages as applied to the new wage matrix shall receive a minimum three percent (3%) increase. Due to the unknown consequences of the COVID-19 Pandemic the Union and the City agree to a wage opener in the fall of 2020 to bargain in good faith over a Cost of Living Increase (COLA) for the remaining successor years of this agreement.

10.02.2 In lieu of retroactive payment to January 1, 2020, the City agrees to a one-time lump sum payment of \$1,300 per each regular full-time employee represented by the CBA, pro-rated per full-time equivalency (FTE) status that was in effect on January 1, 2020. The total payment will be pro-rated for employees who retire(d) or were hired between January 1 and May 31, 2020 (new employees hired in 2020 must still be employed upon ratification of the agreement to be eligible for the payment). The one-time lump-sum payment shall not be considered precedent-setting, and does not indicate how the City will address future collective bargaining negotiations with the Union.

10.03 Wage Increases: Employees cost of living and merit "step" increase (assuming positive performance) wage increases will be applied on January 1st of each year.

10.04 Paychecks & Errors: Employees who discover a mistake in their paycheck, lose their paycheck, or have it stolen should notify their supervisor immediately. In the case of a mistake made by the City the error will be remedied promptly.

10.04.1 Errors, which overpay the employee shall be corrected within six (6) months of their discovery by either the employee or the City. If necessary, and whenever possible, the overpayment can be paid back to the City in installments. Repayment schedules shall not extend beyond the end of the year in which the overpayment was made.

10.05 Payroll Administration & Prevailing Law: It is agreed by the parties hereto that should a state or federal agency require changes to be made in the manner in which wages are computed and paid pursuant to this Article that such required changes will be implemented. Employer agrees to give the Union immediate notice of any required changes and further agrees to meet and discuss with Union the effect of such required changes and further agrees to provide notice of any such requirements immediately upon receipt from the state or federal agency.

10.06 Out-of-Class Assignments: If an employee is temporarily assigned for a period of five (5) or more consecutive working days to another position, union or non-represented, paying a higher wage than the rate of the employee's regular position, the employee shall be paid at step one (1) of the wage scale for the position whose wage they are assuming, or a minimum of a 6% increase, whichever is greater. The employee must be able to

assume the majority of the duties of the higher classification and have the education and/or certificate requirements stated in the job description. No employee shall be subject to censure when assigned to a position for which the employee has not been properly trained. In the event any employee is temporarily shifted for the City's convenience to a position paying a lesser wage than the rate for the employee's regular position, no reduction in the employee's wage shall be made, but in case the employee's services are not required in the employee's class of employment, the City may, with the employee's consent, instead of laying the employee off, transfer the employee to another job which is vacant and pay the employee the regular rate for that position. If the former position is renewed, the City shall automatically reinstate the employee in the employee's former position.

- 10.07 Longevity Pay: Longevity pay is limited to those employees hired before January 1, 2021. Longevity pay for eligible employees shall start after five (5) years employment at the rate of five dollars (\$5.00) per month for every year worked to a maximum of twenty (20) years. After five (5) years, longevity pay would be twenty-five dollars (\$25.00) with five dollars (\$5.00) per month added every year until a total of one-hundred dollars (\$100) longevity per month is reached.
- 10.08 Shift Differential Pay: Shift differential pay shall be added to the basic monthly wage of Public Works employees covered by this agreement who are assigned to a regular shift between the hours of 4:00 pm and 8:00 am. Shift differential pay shall be seventy-four cents (\$0.74) per hour in addition to the employee's minimum straight-time hourly rate of pay. See also Addendum D for Water Treatment Plant Employees.
- 10.09 Step Progression: Progression through the proficiency levels of a salary range will be based on the employee's satisfactory performance as rated in the yearly performance evaluation in connection with time in a job classification. Each employee will be eligible for and receive an annual evaluation for a step increase (if appropriate) to be effective on January 1st of each year.
- 10.10 Progression for Water and Wastewater Plant Employees (WTP and WWTP): For the water and wastewater plants, progression between levels is tied to an employee's experience and level of certification as outlined in the job description. See also Addendum D for Water Treatment Plant Employees.
- 10.11 On Call Status and Pay for WTP and WWTP Employees: WTP and WWTP Operators shall be responsible for carrying cell phones when assigned to be on call during their off-duty hours to accommodate the services of the City. WTP and WWTP operators shall be compensated two dollars and forty cents (\$2.40) per hour for on call pay. The "on-call" pay serves to compensate the employees for being available to receive telephone directions that may be required. Management shall determine which operators are qualified and shall assign the qualified operators to the "on-call" schedule as necessary. As the employees assigned to the "on-call" schedule are not confined to their homes or to any particular place, but may come and go as they please, provided they carry cell phones that allow them to be reached, the hours spent "on-call" are not to be considered as hours worked. The City reserves the right to suspend or discontinue the "on-call" system. On call operators must be fit for duty and able to respond to the assigned facility within 60 minutes. See also Addendum D for Water Treatment Plant Employees.

- 10.12 Lead Assignment: An employee selected by the City to act as a lead, shall receive a 9% premium above the base wage.
- 10.13 Qualification Pay: Required certifications will be included in the Teamster-represented job descriptions. However, employees that hold the qualifications in the positions listed below will receive qualification pay as indicated in the table. The maximum qualification pay an employee may receive is three hundred dollars (\$300) per month. Employees become eligible for qualification pay the pay period following the City's receipt of proof of certification.

Position	Certification	Total Qualification Pay (per month)
Water Maintenance & Distribution	Water Distribution Manager 2	\$200
Water Maintenance & Distribution	Water Distribution Manager 3	\$300

ARTICLE 11: HEALTH & WELFARE

- 11.01 Medical Insurance Plans: The City will provide employees with the following plans: AWC Healthfirst High Deductible Health Plan, Kaiser High Deductible Health Plan, AWC Healthfirst \$250 plan, or Kaiser Access PPO, all as offered through the Association of Washington Cities Benefit Trust.
- 11.02 Medical Plan Transition (in 2016):
- 11.02.1 In consideration of healthcare plan changes that occurred in 2016, employees hired no later than January 1, 2017 (i.e. grandfathered employees) will receive a \$109.00 monthly stipend.
- 11.02.2 City and Employee Cost Sharing for \$250 Deductible Plans: For employees choosing the HealthFirst \$250 deductible plan or the Kaiser Access PPO \$250 deductible plan, the City will pay 100% of the premiums for the employee and 90% of the premiums for dependents.
- 11.02.3 Shared Cost Savings for \$250 Deductible Selection: For employees hired prior to January 1, 2020 the City will share fifty percent (50%) of the premium cost savings difference between the Kaiser Access PPO \$250 plan and the Healthfirst \$250 plan to be paid on each pay period.
- 11.02.4 Election of High Deductible Health Plan (HDHP): In 2020, 2021, and 2022 the City will pay 100% of the premium costs of medical insurance for employees and their dependents who select an AWC High Deductible Health Plan.
- 11.02.5 Shared Cost Savings for HDHP Selection: For employees hired prior to January 1, 2021 who are enrolled on an AWC High Deductible Health Plan, the City will contribute fifty percent (50%) of the premium cost savings between the AWC High Deductible Plan and the lower premium \$250 deductible plan (HealthFirst 250 or Kaiser Access 250) to be contributed into the employee's HSA on each pay period.

- 11.02.6 Annual HSA Transfer: An employee may elect to have up to \$1000 (employee only) or \$2000 (family) cashed out from accrued vacation and transferred into the HSA on the January 5th payday so long as the employee's vacation balance does not fall below 40 hours. The IRS determines the inflation adjusted HSA contribution maximum.
- 11.02.7 Dual Insurance: For employees enrolled on Dual Insurance, the employee will receive an incentive equivalent to 50% of the lower-premium \$250 deductible plan (HealthFirst 250 or Kaiser Access 250) premiums that the City would otherwise contribute to health insure the dependents.
- 11.03 Dental Insurance: The City agrees to provide dental insurance for employees and their dependents. The City shall pay 100% of the premium for dental coverage. The dental insurance plan in effect at the time of this Agreement is Washington Dental Service Plan E, as offered through the Association of Washington Cities.
- 11.04 Orthodontia Insurance: The City agrees to pay 100% of the premium for orthodontia coverage for the employee's dependent children. The orthodontia plan in effect at the time of this Agreement is Washington Dental Service Plan IV, as offered through the Association of Washington Cities.
- 11.05 Vision Insurance: The City agrees to pay 100% of the premium for a separate vision plan for employees and their dependents. The vision plan in effect at the time of this Agreement is Vision Service \$10 copay Plan, as offered through the Association of Washington Cities.
- 11.06 Life Insurance: The City agrees to pay 100% of the premium for a group term life, accidental death and dismemberment insurance policy for each employee in the amount \$10,000 and \$1000 for dependents six (6) months and older as offered through the Association of Washington Cities. The life plan in effect at the time of this Agreement is through Standard as offered through the Association of Washington Cities.
- 11.07 Long-Term Disability: The City agrees to pay 100% of the premium for a long term disability insurance policy. The short term disability plan in effect at the time of this Agreement is with Standard Life Insurance.
- 11.08 Changes Required by Provider: Any changes required by the provider of insurance coverage that are beyond control of the City shall be implemented. These include, but are not limited to changes in required copays, deductibles, and plan administration procedures. The City shall give the Union notice of the proposed changes at least 60 days before the effective date, or as much time is reasonably practicable, and an opportunity for input before the changes are finalized and to bargain any impact.
- 11.09 Part-Time Employees:
- 11.09.1 Regular part-time employees hired after January 1, 2014 and who are classified as 50% - 79% FTE are eligible for their FTE equivalent of the employee-only medical insurance premiums provided by the City. Regular part time employees have the option of enrolling eligible dependents on the City's medical insurance plan during open enrollment or for a qualifying event; however, the employee is responsible for dependent's premium expenses.

- 11.09.2 Regular part time employees hired prior to December 31, 2013 who are classified as 50%-79% FTE are eligible for health insurance coverage once the employee has worked one thousand forty (1,040) hours within a twelve (12) month period from the date of hire. Health insurance coverage includes medical, dental, vision, and drug coverage for the employee only. Regular part time employees have the option of enrolling eligible dependents on the City's medical insurance plan during open enrollment or for a qualifying event; however, the employee is responsible for dependent's premium expenses.
- 11.09.3 Application to Library & Museum Represented Employees: Regular part time represented library and museum employees who are classified as 50% - under 75% FTE are eligible for their FTE equivalent of the employee-only medical insurance premiums for the lowest cost (non-high deductible plan) provided by the City. Regular part time employees have the option of enrolling eligible dependents on the City's medical insurance plan during open enrollment or for a qualifying event; however, the employee is responsible for dependent's premium expenses.

ARTICLE 12: HOLIDAYS

12.01 The following shall be considered holidays:

New Year's Day	January 1 st
Martin Luther King Day	Third Monday of January
President's Day	Third Monday of February
Memorial Day	Last Monday of May
Independence Day	July 4 th
Labor Day	First Monday of September
Veteran's Day	November 11 th
Thanksgiving Day	Fourth Thursday of November
Day after Thanksgiving	Day immediately following Thanksgiving
Christmas Day	December 25 th

A holiday shall be deemed to start at twelve o'clock (12:00) a.m. on the day of the holiday and end at eleven fifty-nine (11:59) p.m. on the day of the holiday.

12.02 In addition to the ten (10) designated holidays above, the employee may take additional three (3) personal days (at eight (8) hours each) of the employee's choosing to be taken at straight-time compensation, subject to the department requirements and subject to one (1) week written notice given to the department head prior to the requested personal day; and any day designated by public proclamation of the chief executive of the state as a legal holiday.

12.02.1 Library employees please refer to the Paid Time Off Bid Procedure in Addendum B.

12.03 If any of the stated holiday dates are changed by the state legislature, said change would be affected in this Agreement. The City may declare or affirm other days as

holidays for its employees as long as it does not reduce, in number, the currently negotiated total.

- 12.04 Non-Shift Workers: When a holiday falls on Saturday, the preceding Friday shall be declared the legal holiday. When a holiday falls on Sunday, the following Monday shall be declared the legal holiday.
- 12.05 Shift Workers: Where a holiday falls on their scheduled day off employees shall be paid their regular salary plus eight (8) hours at the minimum straight-time hourly rate of pay. Shift workers have the actual day the holiday falls on.
- 12.06 For holiday callouts, refer to Article 9.10.2.
- 12.07 Employees shall have their personal days pro-rated in the event of their termination. Those personal days used but not accrued will be deducted from their final paycheck.
- 12.08 Holidays Worked: Employees who work on an observed holiday or shift workers who work on an actual holiday shall receive overtime for their hours worked in addition to straight time holiday pay.
- 12.08.1 Application to Library & Museum Represented Employees: The City may assign employees to work an observed or actual holiday as it deems necessary. Employees who work will receive overtime pay for hours worked on the actual holiday.
- 12.09 Full-time employees are eligible to receive eight (8) hours of pay at their regular hourly rate for each observed holiday. No "banking" of holiday hours for future use is permitted. Employees on an alternative work schedule, or other employees who are paid on an hourly basis, may elect not to use their accrued vacation, compensatory time, or personal holiday hours to supplement the eight (8) holiday hours. (See Section 9.12.4.) Part-time employees with a FTE of 50% or greater are entitled to holidays. The amount of pay is determined on the same basis as for full-time employees, but is based on the employee's full time equivalency (FTE) budget allocation. For example, an employee allocated at sixty-five (65%) percent FTE will receive five point two (5.2) hours of holiday pay on each City approved holiday. Employees on unpaid leaves of absence or on layoff are not eligible to receive holiday pay. Provisional part-time employees with a FTE of less than 50% and temporary employees do not receive paid holidays.
- 12.10 In lieu of paid holidays, provisional part time employees working in the Library and Museum with a FTE of less than 50% are eligible to receive three personal holidays. Personal holidays are prorated according to the employee's full time equivalency. Personal holidays accrue on January 1 of each year but are prorated. See also Section 12.07.
- 12.11 See also Addendum D for Water Treatment Plant Employees.

ARTICLE 13: VACATION LEAVE

13.01 Vacation leave with full pay shall accrue per month and per year to a full-time employee as follows:

Service Period Months of continuous employment	Service Period Years of continuous employment	Vacation Accrual Rate per Month	Vacation Accrual Rate per Year	Maximum Accrual Total Hours
First month through 48 months	Beginning of the 1 st year through completion of the 4 th year	8 hours per month	96 hours per year	176 hours
Months 49 through 108	Beginning the 5 th year through completion of the 9 th year	10 hours per month	120 hours per year	200 hours
Months 109 through 168	Beginning the 10 th year through completion of the 14 th year	14 hours per month	168 hours per year	240 hours
169 months and beyond	Beginning the 15 th year	17 hours per month	204 hours per year	240 hours

13.02 Vacation leave shall be taken at times when it will least interfere with the work of the Employer. The Employer will not unreasonably deny leave requests consistent with the needs of the department. The Employer shall determine the period, by seniority, when leave may be taken, subject to the right of the Union to discuss the matter with the Employer. Once the Employer has approved a vacation request in writing, the time shall not be cancelled except in the case of emergency. (For Library employee vacation request procedures please refer to Addendum B.)

13.03 Vacation leave shall be computed exclusive of holidays or sick leave.

13.04 Part-time employees who are scheduled to work at least twenty (20) hours per week one thousand forty (1,040) hours per year are entitled to vacation on a pro-rata basis. The length of the vacation will be determined on the same basis as for full-time employees but part-time employees shall earn vacation leave hours proportionate to the number of hours they regularly work in a month. Part-time employees working less than twenty (20) hours per week and temporary employees do not receive paid vacation.

ARTICLE 14: SICK LEAVE

The City follows the Washington State Paid Sick Leave law (WPSL). Accrual and usage of WPSL is addressed in the City personnel policies. When using City-paid (non-WPSL) sick leave the following provisions apply:

- 14.01 Accrual: Each full-time employee shall accrue eight (8) hours of sick leave per calendar month. The maximum accrual is one thousand four hundred forty (1440) hours. Part-time employees shall earn sick leave hours proportionate to the number of hours they regularly work in a month. For example, a part-time employee working twenty (20) hours per week would be eligible for one half (1/2) the paid time-off that a full-time employee receives.
- 14.02 Sick leave cannot be taken before it is accrued.
- 14.03 Notification: Notification of absence due to sickness shall be given to the employee's immediate supervisor or department head four (4) hours prior to start of shift unless it is shown that such notification was impossible. Failure to properly report an illness may be considered as an absence without pay and may subject the employee to discipline as well.
- 14.04 Medical Verification: The City may, at its discretion, require an employee to submit a physician's verification of illness following three (3) days or more of absence.
- 14.05 Medical Examination: Additionally the City may, at its discretion, require an employee seeking to utilize sick leave to submit at any time during such leave to an examination by a doctor or nurse designated by the City, at the City's expense, except that any required examination of the employee during the period the employee is sick shall, if so requested by the employee, be at the employee's residence if the employee is too sick to travel.
- 14.06 Abuse of Sick Leave: Abuse of sick leave is a serious matter. If proper notification is not given, or abuse is observed, any absence may be charged as leave without pay and/or may constitute cause for discipline up to and including discharge for a repeated occurrence at the discretion of the City.
- 14.07 Union Cooperation: The Union agrees that abuse of sick leave is a serious matter and the Union shall join the City in locating and reporting abuse of sick leave whenever or wherever it may occur.
- 14.08 Multiple Benefits: Sick leave is intended for use in cases of actual illness or injury. In case of any illness or injury which is covered by the State Industrial Insurance Act or any other state or federal act whereby benefits are paid to an employee for sickness or injury, sick benefits herein provided shall apply; provided, however, that in no case shall the total of all such benefits exceed the employee's scheduled straight-time pay.
- 14.09 Unused Sick Leave & Reimbursement for Retiring Employees: Upon retirement, employees are eligible for reimbursement of a portion of their unused sick leave proportionate to their sick leave balance:

Sick Leave Balance at Retirement	Percent Reimbursement
0-800 hours	0%
801-1251 hours	18%
1251-1440 hours	25%

ARTICLE 15: BEREAVEMENT LEAVE

- 15.01 In the event of the death of an employee's immediate family member, time off with pay for the employee's regular scheduled workday will be granted to regular full time employees. The phrase "immediate family" for the purposes of the bereavement includes the employee's spouse (or domestic partner), brother, sister, father, mother, stepfather, stepmother, grandparent, grandchildren, children, stepchildren, father-in-law, mother-in-law, grandparent-in-law, sister-in-law, brother-in-law, daughter-in-law, and son-in-law.
- 15.02 Three (3) consecutive days off with pay will be approved to attend the funeral or memorial service (maximum twenty-four (24) hours).
- 15.03 Two (2) additional consecutive days off with pay will be approved for travel from the employee's home to the funeral or memorial service if the travel exceeds two hundred (200) miles each way (maximum sixteen (16) hours).
- 15.04 Regular and provisional part-time employees are eligible to receive Bereavement Leave. The amount of leave allowed will be prorated according to the employee's FTE. For example, a 50% part-time employee working twenty (20) hours per week would be eligible for one half (1/2) the paid time-off that a full-time employee receives.

ARTICLE 16: LEAVE OF ABSENCE

- 16.01 Employees desiring a leave of absence must submit their request for such leave in writing within a reasonable period of time prior to its commencement. The City must approve all leaves of absence, in writing. Employees shall not accrue sick leave or vacation during such approved leave of absence.

ARTICLE 17: GRIEVANCE PROCEDURE

- 17.01 Any disputes or claims of wrongful action on the part of the Employer, which may arise under this Agreement, including interpretation and application of this Agreement, shall be settled as stated in this Article. A bargaining unit member who is the subject of disciplinary action, including oral reprimand, written reprimand or discharge and who feels such action is improper, may appeal to the Union within ten (10) business days of the reprimand or discharge. New probationary employees may not contest discipline or termination decisions through the grievance procedure.

Union Defined: For the purpose of this article, Union shall mean, Secretary-Treasurer, Business Representative, and/or Shop Steward.

Business Day Defined: For the purpose of this article, a calendar day shall be exclusive of Saturdays, Sundays and holidays.

- 17.02 A grievance filed against the City shall be processed in the following manner:

Step 1: Any employee and/or steward who have a grievance shall present the grievance to the immediate supervisor, either orally or in writing. All grievances must be presented no later than ten (10) business days from the date of the occurrence of the matter giving rise to the grievance or within ten (10) business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. The immediate supervisor shall render a written response to the grievant and Union within ten (10) business days after the grievance is presented. Every effort shall be made to settle the grievance at Step 1.

Step 2: If the grievance is not settled at Step 1, then it shall be submitted in writing to the department head or designee. The grievance shall contain a complete statement of the facts, the contractual provisions allegedly violated, and the relief requested. The department head or designee shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within ten (10) business days with the grievant and Union if requested by the employee, at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the department head or designee shall provide a written response to the grievant and Union, within ten (10) business days following their meeting.

Step 3: If the grievance is not settled at Step 2 and the Union desires to appeal, it shall be referred by the Union in writing to the Mayor within ten (10) business days after receipt of the City answer in Step 2. Thereafter, the Mayor or designee and the department head or designee, shall meet with the grievant and Union within ten (10) business days of receipt of the Union's appeal, if at all possible. If no agreement is reached, the Mayor or designee shall submit a written answer to the Union within ten (10) business days following the meeting.

Step 4: Arbitration: If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance from Step 3, the Union may refer the grievance to arbitration, as described below, within ten (10) business days of receipt of the written answer as provided to the Union at Step 3.

The parties shall attempt to agree upon an arbitrator within ten (10) business days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said ten (10) day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of ten (10) arbitrators from which list the arbitrator shall be selected by the Union and the Employer alternately striking one (1) name from the list until only one (1) name shall remain.

More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.

Any decision rendered by the arbitrator will be final and binding upon all parties.

The fees and expenses of the arbitrator and all other mutually incurred expenses of the arbitration shall be divided equally between the City and the

Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Limitations on Authority of Arbitrator: Any decision rendered shall be within the scope of this Agreement and shall not add to or subtract from any of the terms of the Agreement.

17.03 Reinstatement: In the case of reinstatement, no time loss or salary reduction will be made, nor will any seniority be taken away from the employee.

17.04 If a grievance is not appealed to the next step, by the Union, within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee and/or the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

ARTICLE 18: EQUIPMENT AND SAFETY

18.01 Tools: The City will supply hand tools to equipment mechanics for on-the-job usage. The City agrees, at its discretion, to replace tools that are broken or damaged on the job.

18.02 Rain Gear: Shall be provided by the City for outside workers as deemed necessary by the supervisor.

18.03 Boots/Safety Footwear (Effective January 1, 2021): Beginning the second (2nd) pay period of January each year, the City will contribute up to two-hundred dollars (\$200.00) into a boot/safety footwear allowance for the positions listed in 18.03.3. The allowance must be used by December 31st of the same year, and will not roll over.

Employees will submit a receipt for their boots and it will be drafted from their account balance, or if the employee prefers they may select from one of the City's pre-approved boot vendors. A voucher with the amount the vendor can invoice to the city (not to exceed the balance in the employee's account at the time of purchase). Any overages beyond the account balance will be the employee's responsibility.

18.03.1 The City will allow a new employee to purchase boots using a one-time draft of up to two-hundred dollars (\$200). If the probationary employee is separated from the city, pro-rated costs of the boots will be recovered from the final paycheck. Newly-hired employees will not qualify for additional payments until the January following successful completion of their probationary period.

18.03.2 Boot Allowance Transition (2020-2021):

A. For the remainder of 2020 the City will continue to contribute into an account a boot allowance of five dollars (\$5.00) per pay period for the positions listed in 18.03.3. The account balance shall be capped at \$240. Beginning January 1, 2021, employees may have a one-time roll-over of \$40 maximum for use in 2021. Employees are encouraged to use their current boot/footwear bank balance in 2020.

B. For the remainder of 2020 the City will allow a new employee to purchase boots using a one-time draft of up to \$120.00. If the probationary

employee is separated from the City, all costs of the boots will be recovered from the final paycheck, less any amounts already accrued to the boot allowance.

- C. For transition to the new boot allowance, in January 2021 only, employees who were hired in 2020 who are still on probation will be eligible for the two-hundred dollar (\$200) allowance. However, if the employee is separated from the City prior to the end of their probation, pro-rated costs of the boots will be recovered from the final paycheck.

18.03.3 The City agrees to furnish boots, or otherwise appropriate safety footwear as required, for the following positions:

- Building Inspector
- Engineering Technician
- Equipment Mechanic
- Park Maintenance Worker
- Park Maintenance Foreperson
- Solid Waste/Sanitation Worker
- Street/Sewer/System Maintenance Worker
- Waste Water Treatment Plant Operator
- Water Maintenance & Distribution Worker
- Water Treatment Plant Instrumentation Technician
- Water Treatment Plant Operator

18.03.4 Employees shall be held accountable for the boots assigned to the employee by the City. Boots lost or destroyed on the job shall be replaced by the City where said loss or destruction was incurred as a direct result of an occurrence not due to the employee's intentional act or negligence. The employee shall replace boots assigned to an employee that are lost or mutilated as a direct result of the employee's negligence. The employee shall replace boots lost or mutilated off the job.

ARTICLE 19: WORK CONTINUATION

19.01 The Union recognizes that the Employer is engaged in a vital public service requiring continuous operation and, hence, recognizes its obligation, together with the Employer to work toward continuous service to the City during the term of this Agreement in strict compliance with RCW 41.56.120.

ARTICLE 20: FRINGE BENEFITS

20.01 The Employer shall provide the Union with designated space on an available bulletin board at each work building. The Union may post its notices, of a non-political, non-inflammatory nature. The Union will limit the posting of Union notices to such bulletin board. The Union shall provide a copy of all postings to the Employer at least two (2) hours prior to posting, unless approved for immediate posting by the department head. The Union will remove dated material. All costs incident to preparing and posting of Union material will be borne by the Union and the union will be responsible for maintaining its portion of the bulletin board in an orderly and neat fashion.

- 20.02 Prior to the City contracting out for any services presently provided by bargaining unit employees, the City will meet with the Union to discuss the issue. If, however, the City elects to privatize any utility, the affected employees will be given four (4) weeks' notice.
- 20.03 Should the City contract out any services, presently provided by bargaining unit employees, the City will make a good faith effort to relocate these employees within the bargaining unit, and in the event is unable to do so, the City agrees to provide severance pay for each laid-off/terminated employee in the following manner:

Years of Service	Severance Pay
00 – 04	4 weeks
05 – 09	5 weeks
10 +	6 weeks

However, if the awarded contractor hires these same employees, the severance pay will be waived.

- 20.04 The City agrees to furnish breakroom supplies for the bargaining unit employees, including coffee, tea, and hot chocolate mix.

ARTICLE 21: DRUG & ALCOHOL TESTING

- 21.01 It is the intent of the City and the Union to maintain a workplace that is free from the effects of drug and alcohol abuse. Therefore, no employee shall unlawfully manufacture, distribute, dispense, possess or use any illegal controlled substance or alcohol in any City workplace. Nor shall any employee report to work or work under the influence of alcohol or an illegal controlled substance. A sustained finding will result in disciplinary action, up to and including dismissal.

Employees must report their use of over-the-counter or prescribed medications to their supervisor if the use might impair their ability to perform their job safely and effectively. A determination will then be made as to whether the employee should be able to perform the essential functions of the job safely and properly.

Union Members follow the city's drug and alcohol testing policies and procedures found in the most current personnel policies.

- 21.02 Union Held Harmless: The City assumes the sole responsibility for the administration of this Policy and shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of this collective bargaining agreement related to drug and alcohol testing. The Union shall be held harmless for the violation of any worker rights arising from the administration of the drug and alcohol-testing program.
- 21.03 Conflict With Other Law: This Article is not intended to supersede or waive any constitutional or other rights that employee may be entitled to under federal, state or local statutes.

ARTICLE 22: COMPLETE AGREEMENT CLAUSE

22.01 The Employer and the Union acknowledge, that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. This Agreement shall constitute the sole agreement between the parties and no other stipulation, understanding or past practice shall qualify its terms; provided, however, this Agreement shall be subject to modification by mutual written agreement of the parties hereto.

ARTICLE 23: TERM OF AGREEMENT

23.01 If an article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect. The article or section held invalid shall be modified as required by law or the tribunal of competent jurisdiction or renegotiated for the purpose of adequate replacement.

23.02 All terms and conditions specified within this Agreement shall remain in effect until the effective date of a subsequent agreement, not to exceed one (1) year from the termination date stated in this Agreement. Thereafter, the Employer may unilaterally implement according to law.

23.03 This Agreement shall become effective on January 1, 2020 following ratification, and shall remain in full force and effect until and through December 31, 2022. Should any party desire to change, modify or terminate the Agreement, written notice must be given to the other party at least sixty (60) days prior to December 31, 2022. In the event of written notice of a desire to change or modify the Agreement by either or both parties, negotiations shall commence without undue delay. Written notice by either party of a desire to change or modify the Agreement prior to sixty (60) days prior to December 31, 2022, is subject to negotiations by mutual agreement only.

EXECUTED THIS 18TH DAY OF MAY, 2020.

 6-1-2020

Rich Ewing
Secretary-Treasurer



Laurie M. Gere
Mayor



Jennifer Thompson
Business Representative

 6-2-2020

Vanessa Bronsema
Director of Human Resources & Labor Relations

ATTEST



Steve Hoglund
City Clerk/Treasurer

ADDENDUM A: SALARY SCHEDULE (Effective 6/1/2020)

See following pages Addendum A-1 through Addendum A-3.

TEAMSTERS LOCAL 231

3% BETWEEN STEPS AND GRADES

3.00% COLA.* Increase effective June 1, 2020.

*Wage calculations are applied to the monthly wage rate at Grade T1, Step 1. This calculation method maintains the integrity of the wage structure with 3% between steps and 3% between grades.

Position Title		Base Period	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Min. Wage + \$1.00	Library Pages, Museum Docents	Hourly	\$14.50						
Grade T1	Museum Aide	Annual	\$32,472.12	\$33,446.28	\$34,449.67	\$35,483.16	\$36,547.66	\$37,644.09	\$38,773.41
		Monthly	\$2,706.01	\$2,787.19	\$2,870.81	\$2,956.93	\$3,045.64	\$3,137.01	\$3,231.12
		Hourly	\$15.61	\$16.08	\$16.56	\$17.06	\$17.57	\$18.10	\$18.64
Grade T2		Annual	\$33,446.28	\$34,449.67	\$35,483.16	\$36,547.66	\$37,644.09	\$38,773.41	\$39,936.61
		Monthly	\$2,787.19	\$2,870.81	\$2,956.93	\$3,045.64	\$3,137.01	\$3,231.12	\$3,328.05
		Hourly	\$16.08	\$16.56	\$17.06	\$17.57	\$18.10	\$18.64	\$19.20
Grade T3		Annual	\$34,449.67	\$35,483.16	\$36,547.66	\$37,644.09	\$38,773.41	\$39,936.61	\$41,134.71
		Monthly	\$2,870.81	\$2,956.93	\$3,045.64	\$3,137.01	\$3,231.12	\$3,328.05	\$3,427.89
		Hourly	\$16.56	\$17.06	\$17.57	\$18.10	\$18.64	\$19.20	\$19.78
Grade T4		Annual	\$35,483.16	\$36,547.66	\$37,644.09	\$38,773.41	\$39,936.61	\$41,134.71	\$42,368.75
		Monthly	\$2,956.93	\$3,045.64	\$3,137.01	\$3,231.12	\$3,328.05	\$3,427.89	\$3,530.73
		Hourly	\$17.06	\$17.57	\$18.10	\$18.64	\$19.20	\$19.78	\$20.37
Grade T5		Annual	\$36,547.66	\$37,644.09	\$38,773.41	\$39,936.61	\$41,134.71	\$42,368.75	\$43,639.81
		Monthly	\$3,045.64	\$3,137.01	\$3,231.12	\$3,328.05	\$3,427.89	\$3,530.73	\$3,636.65
		Hourly	\$17.57	\$18.10	\$18.64	\$19.20	\$19.78	\$20.37	\$20.98
Grade T6	Library Assistant, Museum Curator, Museum Educator	Annual	\$37,644.09	\$38,773.41	\$39,936.61	\$41,134.71	\$42,368.75	\$43,639.81	\$44,949.01
		Monthly	\$3,137.01	\$3,231.12	\$3,328.05	\$3,427.89	\$3,530.73	\$3,636.65	\$3,745.75
		Hourly	\$18.10	\$18.64	\$19.20	\$19.78	\$20.37	\$20.98	\$21.61
Grade T7	Library Automation Assistant	Annual	\$38,773.41	\$39,936.61	\$41,134.71	\$42,368.75	\$43,639.81	\$44,949.01	\$46,297.48
		Monthly	\$3,231.12	\$3,328.05	\$3,427.89	\$3,530.73	\$3,636.65	\$3,745.75	\$3,858.12
		Hourly	\$18.64	\$19.20	\$19.78	\$20.37	\$20.98	\$21.61	\$22.26
Grade T8	Museum Administrative Assistant, Senior Center Administrative Assistant	Annual	\$39,936.61	\$41,134.71	\$42,368.75	\$43,639.81	\$44,949.01	\$46,297.48	\$47,686.40
		Monthly	\$3,328.05	\$3,427.89	\$3,530.73	\$3,636.65	\$3,745.75	\$3,858.12	\$3,973.87
		Hourly	\$19.20	\$19.78	\$20.37	\$20.98	\$21.61	\$22.26	\$22.93
Grade T9		Annual	\$41,134.71	\$42,368.75	\$43,639.81	\$44,949.01	\$46,297.48	\$47,686.40	\$49,117.00
		Monthly	\$3,427.89	\$3,530.73	\$3,636.65	\$3,745.75	\$3,858.12	\$3,973.87	\$4,093.08
		Hourly	\$19.78	\$20.37	\$20.98	\$21.61	\$22.26	\$22.93	\$23.61
Grade T10		Annual	\$42,368.75	\$43,639.81	\$44,949.01	\$46,297.48	\$47,686.40	\$49,117.00	\$50,590.50
		Monthly	\$3,530.73	\$3,636.65	\$3,745.75	\$3,858.12	\$3,973.87	\$4,093.08	\$4,215.88
		Hourly	\$20.37	\$20.98	\$21.61	\$22.26	\$22.93	\$23.61	\$24.32
Grade T11		Annual	\$43,639.81	\$44,949.01	\$46,297.48	\$47,686.40	\$49,117.00	\$50,590.50	\$52,108.22
		Monthly	\$3,636.65	\$3,745.75	\$3,858.12	\$3,973.87	\$4,093.08	\$4,215.88	\$4,342.35
		Hourly	\$20.98	\$21.61	\$22.26	\$22.93	\$23.61	\$24.32	\$25.05
Grade T12	Custodian, Library Administrative Assistant	Annual	\$44,949.01	\$46,297.48	\$47,686.40	\$49,117.00	\$50,590.50	\$52,108.22	\$53,671.47
		Monthly	\$3,745.75	\$3,858.12	\$3,973.87	\$4,093.08	\$4,215.88	\$4,342.35	\$4,472.62
		Hourly	\$21.61	\$22.26	\$22.93	\$23.61	\$24.32	\$25.05	\$25.80
Grade T13		Annual	\$46,297.48	\$47,686.40	\$49,117.00	\$50,590.50	\$52,108.22	\$53,671.47	\$55,281.61
		Monthly	\$3,858.12	\$3,973.87	\$4,093.08	\$4,215.88	\$4,342.35	\$4,472.62	\$4,606.80
		Hourly	\$22.26	\$22.93	\$23.61	\$24.32	\$25.05	\$25.80	\$26.58

Addendum A Salary Schedule Effective June 1, 2020

	Position Title	Base Period	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Grade T14		Annual	\$47,686.40	\$49,117.00	\$50,590.50	\$52,108.22	\$53,671.47	\$55,281.61	\$56,940.06
		Monthly	\$3,973.87	\$4,093.08	\$4,215.88	\$4,342.35	\$4,472.62	\$4,606.80	\$4,745.00
		Hourly	\$22.93	\$23.61	\$24.32	\$25.05	\$25.80	\$26.58	\$27.38
Grade T15		Annual	\$49,117.00	\$50,590.50	\$52,108.22	\$53,671.47	\$55,281.61	\$56,940.06	\$58,648.26
		Monthly	\$4,093.08	\$4,215.88	\$4,342.35	\$4,472.62	\$4,606.80	\$4,745.00	\$4,887.36
		Hourly	\$23.61	\$24.32	\$25.05	\$25.80	\$26.58	\$27.38	\$28.20
Grade T16	Court Clerk	Annual	\$50,590.50	\$52,108.22	\$53,671.47	\$55,281.61	\$56,940.06	\$58,648.26	\$60,407.71
		Monthly	\$4,215.88	\$4,342.35	\$4,472.62	\$4,606.80	\$4,745.00	\$4,887.36	\$5,033.98
		Hourly	\$24.32	\$25.05	\$25.80	\$26.58	\$27.38	\$28.20	\$29.04
Grade T17	Water Treatment Plant (WTP) OIT, Wastewater Treatment Plant (WWTP) OIT	Annual	\$52,108.22	\$53,671.47	\$55,281.61	\$56,940.06	\$58,648.26	\$60,407.71	\$62,219.94
		Monthly	\$4,342.35	\$4,472.62	\$4,606.80	\$4,745.00	\$4,887.36	\$5,033.98	\$5,184.99
		Hourly	\$25.05	\$25.80	\$26.58	\$27.38	\$28.20	\$29.04	\$29.91
Grade T18	Public Works Administrative Assistant, Planning Administrative Assistant, Parks Administrative Assistant	Annual	\$53,671.47	\$55,281.61	\$56,940.06	\$58,648.26	\$60,407.71	\$62,219.94	\$64,086.54
		Monthly	\$4,472.62	\$4,606.80	\$4,745.00	\$4,887.36	\$5,033.98	\$5,184.99	\$5,340.54
		Hourly	\$25.80	\$26.58	\$27.38	\$28.20	\$29.04	\$29.91	\$30.81
Grade T19	Accounting Technician, Permit Services Coordinator	Annual	\$55,281.61	\$56,940.06	\$58,648.26	\$60,407.71	\$62,219.94	\$64,086.54	\$66,009.13
		Monthly	\$4,606.80	\$4,745.00	\$4,887.36	\$5,033.98	\$5,184.99	\$5,340.54	\$5,500.76
		Hourly	\$26.58	\$27.38	\$28.20	\$29.04	\$29.91	\$30.81	\$31.74
Grade T20		Annual	\$56,940.06	\$58,648.26	\$60,407.71	\$62,219.94	\$64,086.54	\$66,009.13	\$67,989.41
		Monthly	\$4,745.00	\$4,887.36	\$5,033.98	\$5,184.99	\$5,340.54	\$5,500.76	\$5,665.78
		Hourly	\$27.38	\$28.20	\$29.04	\$29.91	\$30.81	\$31.74	\$32.69
Grade T21		Annual	\$58,648.26	\$60,407.71	\$62,219.94	\$64,086.54	\$66,009.13	\$67,989.41	\$70,029.09
		Monthly	\$4,887.36	\$5,033.98	\$5,184.99	\$5,340.54	\$5,500.76	\$5,665.78	\$5,835.76
		Hourly	\$28.20	\$29.04	\$29.91	\$30.81	\$31.74	\$32.69	\$33.67
Grade T22	WTP Operator 1, WWTP Operator 1, Streets/Sewers/Systems Maintenance, Water Maintenance & Distribution**, Facilities Maintenance, Public Works Inspector, Solid Waste/Sanitation, Parks Maintenance, Recreation Coordinator	Annual	\$60,407.71	\$62,219.94	\$64,086.54	\$66,009.13	\$67,989.41	\$70,029.09	\$72,129.96
		Monthly	\$5,033.98	\$5,184.99	\$5,340.54	\$5,500.76	\$5,665.78	\$5,835.76	\$6,010.83
		Hourly	\$29.04	\$29.91	\$30.81	\$31.74	\$32.69	\$33.67	\$34.68
**WDM 2: \$200/month qualification pay; *WDM3: \$300 (total)/month qualification pay. Eligible for qualification pay the pay period following the City's receipt of certification.									
Grade T23	Associate Planner	Annual	\$62,219.94	\$64,086.54	\$66,009.13	\$67,989.41	\$70,029.09	\$72,129.96	\$74,293.86
		Monthly	\$5,184.99	\$5,340.54	\$5,500.76	\$5,665.78	\$5,835.76	\$6,010.83	\$6,191.16
		Hourly	\$29.91	\$30.81	\$31.74	\$32.69	\$33.67	\$34.68	\$35.72
Grade T24	Building Inspector, Equipment Mechanic	Annual	\$64,086.54	\$66,009.13	\$67,989.41	\$70,029.09	\$72,129.96	\$74,293.86	\$76,522.68
		Monthly	\$5,340.54	\$5,500.76	\$5,665.78	\$5,835.76	\$6,010.83	\$6,191.16	\$6,376.89
		Hourly	\$30.81	\$31.74	\$32.69	\$33.67	\$34.68	\$35.72	\$36.79
Grade T25	WTP Operator 2, WWTP Operator 2, GIS Coordinator, Building Plans Examiner, Engineering Technician	Annual	\$66,009.13	\$67,989.41	\$70,029.09	\$72,129.96	\$74,293.86	\$76,522.68	\$78,818.36
		Monthly	\$5,500.76	\$5,665.78	\$5,835.76	\$6,010.83	\$6,191.16	\$6,376.89	\$6,568.20
		Hourly	\$31.74	\$32.69	\$33.67	\$34.68	\$35.72	\$36.79	\$37.89
Grade T26	Parks Maintenance Foreperson	Annual	\$67,989.41	\$70,029.09	\$72,129.96	\$74,293.86	\$76,522.68	\$78,818.36	\$81,182.91
		Monthly	\$5,665.78	\$5,835.76	\$6,010.83	\$6,191.16	\$6,376.89	\$6,568.20	\$6,765.24
		Hourly	\$32.69	\$33.67	\$34.68	\$35.72	\$36.79	\$37.89	\$39.03
Grade T27	WTP Operator 3, WWTP Operator 3	Annual	\$70,029.09	\$72,129.96	\$74,293.86	\$76,522.68	\$78,818.36	\$81,182.91	\$83,618.40
		Monthly	\$5,835.76	\$6,010.83	\$6,191.16	\$6,376.89	\$6,568.20	\$6,765.24	\$6,968.20
		Hourly	\$33.67	\$34.68	\$35.72	\$36.79	\$37.89	\$39.03	\$40.20

Position Title		Base Period	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Grade T28		Annual	\$72,129.96	\$74,293.86	\$76,522.68	\$78,818.36	\$81,182.91	\$83,618.40	\$86,126.95
		Monthly	\$6,010.83	\$6,191.16	\$6,376.89	\$6,568.20	\$6,765.24	\$6,968.20	\$7,177.25
		Hourly	\$34.68	\$35.72	\$36.79	\$37.89	\$39.03	\$40.20	\$41.41
Grade T29	WTP Operator 4, WTP Instrumentation Technician, Senior Engineering Technician, Senior GIS Coordinator	Annual	\$74,293.86	\$76,522.68	\$78,818.36	\$81,182.91	\$83,618.40	\$86,126.95	\$88,710.76
		Monthly	\$6,191.16	\$6,376.89	\$6,568.20	\$6,765.24	\$6,968.20	\$7,177.25	\$7,392.56
		Hourly	\$35.72	\$36.79	\$37.89	\$39.03	\$40.20	\$41.41	\$42.65
Grade T30		Annual	\$76,522.68	\$78,818.36	\$81,182.91	\$83,618.40	\$86,126.95	\$88,710.76	\$91,372.08
		Monthly	\$6,376.89	\$6,568.20	\$6,765.24	\$6,968.20	\$7,177.25	\$7,392.56	\$7,614.34
		Hourly	\$36.79	\$37.89	\$39.03	\$40.20	\$41.41	\$42.65	\$43.93
Grade T31		Annual	\$78,818.36	\$81,182.91	\$83,618.40	\$86,126.95	\$88,710.76	\$91,372.08	\$94,113.24
		Monthly	\$6,568.20	\$6,765.24	\$6,968.20	\$7,177.25	\$7,392.56	\$7,614.34	\$7,842.77
		Hourly	\$37.89	\$39.03	\$40.20	\$41.41	\$42.65	\$43.93	\$45.25
Grade T32	Senior Planner	Annual	\$81,182.91	\$83,618.40	\$86,126.95	\$88,710.76	\$91,372.08	\$94,113.24	\$96,936.64
		Monthly	\$6,765.24	\$6,968.20	\$7,177.25	\$7,392.56	\$7,614.34	\$7,842.77	\$8,078.05
		Hourly	\$39.03	\$40.20	\$41.41	\$42.65	\$43.93	\$45.25	\$46.60
Grade T33		Annual	\$83,618.40	\$86,126.95	\$88,710.76	\$91,372.08	\$94,113.24	\$96,936.64	\$99,844.74
		Monthly	\$6,968.20	\$7,177.25	\$7,392.56	\$7,614.34	\$7,842.77	\$8,078.05	\$8,320.39
		Hourly	\$40.20	\$41.41	\$42.65	\$43.93	\$45.25	\$46.60	\$48.00
Grade T34		Annual	\$86,126.95	\$88,710.76	\$91,372.08	\$94,113.24	\$96,936.64	\$99,844.74	\$102,840.08
		Monthly	\$7,177.25	\$7,392.56	\$7,614.34	\$7,842.77	\$8,078.05	\$8,320.39	\$8,570.01
		Hourly	\$41.41	\$42.65	\$43.93	\$45.25	\$46.60	\$48.00	\$49.44
Grade T35		Annual	\$88,710.76	\$91,372.08	\$94,113.24	\$96,936.64	\$99,844.74	\$102,840.08	\$105,925.28
		Monthly	\$7,392.56	\$7,614.34	\$7,842.77	\$8,078.05	\$8,320.39	\$8,570.01	\$8,827.11
		Hourly	\$42.65	\$43.93	\$45.25	\$46.60	\$48.00	\$49.44	\$50.93

ADDENDUM B: HOURS OF WORK AND OVERTIME (LIBRARY)

- B.01 Library staff hours of work are established to meet the needs of the library.
- B.02 Staff will be scheduled with a minimum of 2 consecutive days off during the workweek, although the two days off may not fall on a traditional Saturday-Sunday configuration. Staff may opt out of the two-day weekend schedule with their supervisor's approval.

B.03 Meal & Break Periods:

Shift Length	Break	Meal Period
4 hour shift	One 15 minute break	None
4+ to less than 8 hour shift	One 15 minute break	One 30 minute unpaid meal period
8 hour shift	Two 15 minutes breaks	One 30 minute unpaid meal period

- Following a vote of library bargaining unit members, it will be determined if paid break(s) and unpaid meal period will be combined to be taken at the same time.
- B.04 Scheduled Facility Closures: If the library facility is closed for facility maintenance or an extended holiday period as approved by the library board, an employee may request that the hours be rescheduled during the same pay period so long as it does not result in overtime.
- B.05 Procedure for Filling Advanced-Notice Vacancies for Circulation Shifts:
- B.05.1 The "Request for Leave" form is due from library staff by the 15th of the month prior to the time off requested.
- B.05.2 Shortly after the 15th of the month the scheduler will complete a draft of the next month's schedule, including a list of shifts that are required to be filled.
- B.05.3 The scheduler will post the open shifts on the schedule bulletin board. The intent is to complete this between the 17th and the 20th.
- B.05.4 On the same day the open shifts are posted, the list of open shifts will be offered in accordance with classification to all part-time Library Assistants (LAs) to their City email account. The email will contain a response due date (usually 4 calendar days) to reply and accept any shifts. The shifts will be assigned to part-time LAs in the order responses are received. All responses must be via the LA's City email account to note the time of their response.
- B.05.5 After the due date for response from the part-time LA team has passed, any remaining open shifts will be reviewed to see if the shift continues to be critical for coverage. If the shift still requires coverage, the scheduler will post the open shifts on the schedule bulletin board, and send to the Pages and the part-time LAs via City email. LAs or Pages interested in working the open shifts should reply via email. Again, the first to respond as available to cover the shift will be the first assigned to the shifts.

B.05.6 The status of shifts may change or be removed anytime during this process due to updated operational needs.

B.06 Library Employees' Process for Annual Paid Time Off Bids for accrued vacation, holiday, and personal days (not including sick leave of any type):

B.06.1 PTO bids will occur in two (2) rounds prior to January 1 of the following year. Bids will be seniority-based. Library Administration will obtain a current seniority list from the Human Resources office prior to opening the bid process.

B.06.2 In each of the two (2) rounds, every employee will be allowed a maximum of two (2) choices of PTO bids for a total of four (4) PTO bids prior to January 1.

B.06.3 A single PTO bid consists of a maximum of five (5) consecutive working days on the employees' regular schedule. Bids exceeding five (5) consecutive working days will count as two (2) total bids for that employee.

B.06.4 The first round of PTO bids will be open for a two (2) calendar-week period. Bids will be processed in seniority order by the scheduler prior to closing the first bid period. The results of the first round will be posted prior to opening the second round of bids.

B.06.5 The second round of PTO bids will be open for the following two (2) calendar-week period. Bids will be processed in seniority order by the scheduler prior to closing the second bid period. The results of the second round will be posted prior to January 1 of the following year.

B.06.6 After January 1, additional requests will be considered on a first-come-first-served basis, and shall be submitted by the 15th of the month prior to the month in which the days are being requested. Requests submitted after the 15th will be considered on a case-by-case basis, and decisions will be made based on the operational needs of the library.

B.06.7 In the event of a standing schedule change, approved PTO bids and requests will be honored.

ADDENDUM C: HOURS OF WORK AND OVERTIME (MUSEUM)

C.01 Museum employees regular work schedules are assigned by the director. Employees will be notified of changes to the assigned schedules with as much notice as practicable.

C.02 Meal & Break Periods:

Shift Length	Break	Meal Period
4 hour shift	One 15 minute break	None
4+ to less than 8 hour shift	One 15 minute break	One 30 minute unpaid meal period
8 hour shift	Two 15 minutes breaks	One 30 minute unpaid meal period

When required to work alone for facility coverage, breaks and meal periods shall be as follows:

Shift Length	Break	Meal Period
4 hour shift	One 15 minute break	None
4+ to less than 8 hour shift	One 15 minute break	One 30 minute unpaid meal period
8 hour shift	Two 15 minutes breaks	One 30 minute unpaid meal period

ADDENDUM D: WATER TREATMENT PLANT EMPLOYEES

- D.01 The Union and the City agree to meet for negotiations in 2020 to bargain over issues and concerns specific to the operations of the City's Water Treatment Plant. The Water Treatment Plant is a twenty-four (24) hour operation and as such, the City and the Union recognize the need for further negotiations regarding Water Treatment Plant scheduling, holidays, overtime, standby and on-call provisions, and progression through Operator levels.

ADDENDUM E: POST-NEGOTIATION DISCUSSIONS

- E.01 The City and the Union agree to meet in 2020 to discuss potential inclusion of certain Municipal Fiber positions into the collective bargaining agreement. During discussions the parties may also address qualification requirements and pay for certain Public Works and/or Parks positions. These discussions are separate and distinct from cost of living negotiations addressed in Section 10.02.1, and/or topics addressed in Addendum D regarding Water Treatment Plant Employees.

NOTICE TO ALL MEMBERS

If you become unemployed or are not working due to an on-the-job injury, within the jurisdiction of the Local Union, you will be put on withdrawal status per your request. This will be done provided all dues and other financial obligations owed to the Local Union are paid, including the dues for the month in which the withdrawal status is to go into effect.

WEINGARTEN RIGHTS

The Union recommends employees exercise their Weingarten rights as follows:

1. If you are asked to attend a meeting with the Employer which you believe may lead to discipline, ask to have a Union Shop Steward or Union Business Representative present. Notify the Union Steward or Business Representative of the meeting immediately or as soon as possible. You may ask for this representation at any time prior to or during the meeting.
2. If you are unable to obtain representation before entering the meeting, you should:
 - a) Ask whether you are free to leave the room if you choose to do so;
 - b) Ask whether anything said at the interview could lead to disciplinary action or discharge;
 - c) If so, ask that a Union Steward or Business Representative be contacted and brought to the meeting place before any questioning occurs, and you be permitted to speak to the Union Steward or Business Representative in private prior to the questioning;
 - d) The Employer must then choose from among three options:
 1. Grant the request and delay questioning until the Union Representative arrives;
 2. Deny the request and end the interview immediately; or
 3. Give the employee a choice of: (a) having the interview without representation or (b) ending the interview.

IF THE EMPLOYER DENIES ANY OR ALL OF THE FOREGOING REQUESTS, THE UNION RECOMMENDS THAT YOU ATTEND THE MEETING BUT EXERCISE YOUR RIGHT TO REFUSE TO ANSWER ANY QUESTIONS THAT MAY LEAD TO DISCIPLINARY ACTION OR DISCHARGE.

These recommendations do not apply when an employee faces possible criminal charges. Such employee(s) should obtain the advice of an attorney.



City Council Contract Agenda Bill

Meeting Date: 1/4/2021 **Agenda Item:** 5b

Subject: Contract Award – R Avenue Long-Term Improvement Project - Consultant Services #20-127-TRN-001

Staff Contact: Fred Buckenmeyer

Approved for Submittal to Council by:
Darcy Swetnam, City Attorney

Action Type: Contract Award

Summary Statement: City staff seeks City Council consent to award a contract in the amount of \$608,500.00 to H.W Lochner, Inc. to perform the R Avenue Long-Term Improvement Project - Consultant Services. The work to be performed by the Consultant consists of preparing preliminary engineering design for improvements to R Avenue at the 30th and 34th street intersection, and Q Avenue between 30th and 32nd streets. The proposed improvements include constructing a roundabout at 30th Street and R Avenue, which will include improving Q Avenue between 30th Street and 32nd Street, making R Avenue at 32nd a right turn only intersection, closing the gaps in the existing boulevard median in R Avenue to make all intersections, except for 30th and 22nd right-in-right-out (RIRO) only intersections, and street lighting. This project is funded by a HIPUS-STPUS-6239(002) grant, will use federal funds, and has a 4% UDBE goal.

Background:

1. **History:** This overall project includes six phases of pedestrian and multi-modal projects. To date, three out of the six phases have been completed, utilizing various funding sources to construct each phase. The purpose of this project is to provide construction ready documents for the remaining three phases.
2. **Key Terms:**
 - Contract is for \$608,500.00.
 - The term is through 12/31/2021
 - The City has received a HIPUS-STPUS-6239(002) grant for \$525,488.00 from WSDOT. The total WSDOT approved estimated project funds is \$608,500.00, with the balance paid by the City.
3. **Competitive Bidding:** On August 12, 2020, the City issued a [Request for Qualifications](#) and received 7 proposals by the September 9, 2020 deadline. The proposals were evaluated and scored by a committee, and H.W Lochner, Inc. was selected.

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 20-127-TRN-001 with H.W Lochner, Inc. in the amount of \$608,500.00 to perform the R Avenue Long-Term Improvement Project - Consultant Services.

Alternative Actions: Not award the contract

Attachments: Contract 20-127-TRN-001

Contractor	H.W Lochner, Inc.
Contract Amount	\$608,500.00
Earmarked Funds	\$525,488.00 grant funds \$83,012.00 city funds
BARS #	105.720.595.30.63
Budget Amendment Required?	No
Start Date	Contract execution
End Date	12/31/21

Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number: 20-127-TRN-001

Firm/Organization Legal Name (do not use dba's):		
Address	Federal Aid Number	
UBI Number	Federal TIN	
Execution Date	Completion Date	
1099 Form Required ☐ Yes ☐ No	Federal Participation ☐ Yes ☐ No	
Project Title		
Description of Work		
☐ Yes ☐ Yes ☐ Yes ☐ Yes	☐ No DBE Participation ☐ No MBE Participation ☐ No WBE Participation ☐ No SBE Participation	Maximum Amount Payable:

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the _____, hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit “B” attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY’s “DBE Program Participation Plan” and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absence of a mandatory UDBE, the Consultant shall continue their outreach efforts to provide SBE firms maximum practicable opportunities.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation. Non-minority, woman owned DBEs does not count towards UDBE goal attainment.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit “C – Preparation and Delivery of Electronic Engineering and other Data.”

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring, as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:		If to CONSULTANT:	
Name: Tiffany Matson		Name: John Tuttle	
Agency: City of Anacortes		Agency: H.W. Lochner, Inc. or Lochner	
Address: 904 6th St		Address: 915 118th Avenue SE, Suite 130	
City: Anacortes	State: WA	City: Bellevue	State: WA
Zip: 98221		Zip: 98005	
Email: matsont@cityofanacortes.org		Email: jtuttle@hwlochner.com	
Phone: 360-299-1971		Phone: 360-899-5953	
Facsimile:		Facsimile:	

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits “D” and “E” attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT’s direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT’s fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits “D” and “E” shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT’s FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits “D” and “E” will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT’s books and records to determine the CONSULTANT’s actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fee as identified in Exhibits “D” and “E” shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY’s option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee’s actual classification, and actual salary plus indirect cost rate plus fee.

- A. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- B. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- C. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- D. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

E. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgment between the parties

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

Agreement Number:

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit “F” attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit “F” in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason, that the CONSULTANT was not in default or that the CONSULTANT’s failure to perform is without the CONSULTANT’s or its employee’s fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Parties have mutually negotiated this waiver.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Tiffany Matson

Agency: City of Anacortes

Address: 904 6th St, PO Box 547

City: Anacortes State: WA Zip: 98221

Email: matsont@cityofanacortes.org

Phone: 360-299-1971

Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third part, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT’s contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state, or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained, and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information, which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain, and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim, or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, “ESI” means any and all computer data or electronic recorded media of any kind, including “Native Files”, that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

“Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX “Records Maintenance” in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the “Execution Date” box on page one (1) of this AGREEMENT.

Signature

Date

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Exhibit A
Scope of Work

See Attached Exhibit A

Project No. 20-127-TRN-001

EXHIBIT A

Scope of Services - Draft For City Review

R Avenue Long-Term Improvement Project

City Project No. PW#20-127-TRN

October 2020

CITY REVIEW COPY



Prepared for:
City of Anacortes, Washington
904 6th Street
Anacortes, WA 98221

LOCHNER

Prepared by:
Lochner
275 West Rio Vista Avenue, Suite 1
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PROJECT DESCRIPTION

The City of Anacortes R Avenue Long-Term Improvement Project (Project) scope of work will focus on:

constructing a roundabout at 30th Street and R Avenue, improving Q Avenue between 30th Street and 32nd Street, closing gaps in the existing boulevard median along R Avenue to make intersections, except for 30th Street and 22nd Street right-in/right-out intersections, and installing street lighting. This project is funded by a federal HIPUS-STPUS-6239(002) grant. Underlying goals of the Project are enhancing safety and improving multi-modal access within the City.

No right-of-way and only minor temporary easement acquisitions are expected. If required, the preferred method to acquire permanent and temporary real property rights will be through donations or dedications. Design provisions will be made to avoid impacts to existing sanitary sewer, potable water, stormwater, power, natural gas, and communication utilities. Improvements will enhance existing roadway environments using “complete streets” strategies identified in the City’s South Commercial Avenue Corridor Plan.

Our team (the Consultant Team) will initiate design services by performing each planning, design, PS&E, and contract documentation service required to address the many intricate and specialized transportation and environmental issues found within the project limits. Tasks, assumptions, and deliverables required for each phase of the Project are defined below.

Work Element 1 -- Consultant Team Design Input and Documentation

This Work Element assumes the entire Consultant Team will participate with the City in a virtual kick-off meeting and conduct a site reconnaissance so input from each design discipline can be presented, discussed, and documented. Lochner will facilitate and compile notes of each design discussion. For this effort Lochner, GeoEngineers, HBB Landscape Architecture, Land Development Engineering & Surveying, and Drayton Archaeology (the Consultant Team) will:

- a. Meet virtually to set project assignments, define lines of communication, create a project development and approval process, and visit the site to assess current Corridor conditions.

Element 1 Assumptions

1. Team members will assign hours to cover meeting preparation, travel time, an office meeting (1 hour), a site visit (2 hours), note taking, and photo documentation.

Element 1 Deliverables

- Meeting agenda.
- Meeting attendance, participation, and supporting meeting minutes.

Work Element 2 -- Environmental Assessments and Documentation

Lochner will subcontract with GeoEngineers to identify the potential for environmentally critical areas in the project vicinity. For this Work Element, GeoEngineers will:

- a. Review, assess, and analyze existing environmental documentation to identify potential critical areas and the level of effort for permit documentation.

- b. Communicate with City and WSDOT staff to establish a permit matrix, develop resource agency lines of communication, establish roles and responsibilities, and communicate anticipated permitting requirements and application submittal requirements.
- c. Conduct a paper review of critical areas within the public right-of-way, the Project's area of potential effect, and areas within three hundred feet of the project area per Anacortes Municipal Code (AMC) 17.70.330 and AMC 17.70.550.
- d. Prepare a summary letter (and map exhibits if required) showing results of the reconnaissance and of reviews of existing information.
- e. Discuss impact avoidance design options with Lochner and the City.
- f. Provide collaborative consultation with WSDOT Highways and Local Programs.
- g. Coordinate with the Project's Cultural Resource agent on reviews for the Project (DAHP and compliance with Section 106 of the National Historic Preservation Act).
- h. Prepare other permit applications and supporting documentation as identified below and coordinate with resource agencies on application reviews and approvals. Permits will be prepared under Work Element 3.
- i. Assist and coordinate with Consultant Team members.
- j. Process monthly invoicing and project progress reports for submittal to Lochner.

Element 2 Assumptions

- 1. A significant-tree inventory will not be performed.

Element 2 Deliverables

- Meeting attendance and participation.
- Draft permit matrix.
- Brief letter report (and map exhibits if required) summarizing results of the critical areas file review and brief site reconnaissance.
- Monthly invoicing and progress reports.

Work Element 3 -- Environmental Reporting and Permitting

Lochner will subcontract with GeoEngineers to expand on Work Element 2 assessments to provide permit services related to project impacts on environmentally sensitive areas in the project vicinity. For this Work Element, GeoEngineers will:

- a. Review, and update as required, the Environmental Classification Summary (ECS) checklist prepared for the 22nd Street/R Avenue project to document permit coverage of this Project.
- b. Prepare environmental justice (EJ) documentation for the Project consistent with the WSDOT Environmental Compliance Manual (EPM). The level of documentation will be based upon the results of the EJ Decision Matrix from the WSDOT LAG Manual.
- c. Based on the EJ Decision Matrix, prepare a summary memorandum documenting the results of data collection, public involvement activities, and potential project effects on EJ populations.
- d. Conduct a review of contaminated site databases and a windshield survey of the Project limits for signs of past uses that are discernible possible causes of contamination.
- e. Submit permit applications and coordinate with regulatory agencies throughout permit reviews.
- f. Conduct consultation with City staff and permit agencies concerning permitting requirements.

Element 3 Assumptions

- a. If critical areas are identified within the Project limits, impacts to wetlands or streams will be avoided.
- b. No JARPA submittal is required for work in Waters of the U.S. (United States Army Corps Section 404 Clean Water Act) or Waters of the State (Washington Department of Fish and Wildlife – Hydraulic project approval).
- c. The ECS checklist will be submitted to the City for review and comment, and revisions will be made prior to submitting to WSDOT for review and approval.
- d. WSDOT comments on the draft ECS will not require additional technical analyses nor require detailed discipline reporting not already scoped.
- e. A memorandum accompanying the ECS checklist will be the appropriate level of documentation for the EJ evaluation.
- f. A full Phase 1 Site Assessment or a Hazardous Materials Discipline Report will not be prepared.
- g. Local level approvals may include City-issued Right-of-Way, Fill and Grade, and Stormwater Permits. The City will have jurisdiction over local permitting requirements and City resources will facilitate submittal of applications for and approvals of these permits.
- h. GeoEngineers will serve as the authorized agent and will submit permit applications.
- i. The City will prepare and provide public notice for public agency and environmental permit applications.
- j. The City will provide mailing labels, if required, for local permitting.
- k. The City will pay all permit fees.
- l. Cultural Resource report, if required, will be prepared by others (not GeoEngineers).
- m. One round of comments will be required to address final permit materials submitted to regulatory agencies.
- n. A Biological Evaluation or No Effect Letter to address Endangered Species is not required, but may be if the WSDOT determines under “Part 5 - Biological Assessments and EFH Evaluations” of the DOT Form 140-100 that further analyses are required to determine “no effects” on ESA listed species.

Element 3 Deliverables

- Draft permit application packet for review by the City (Critical Areas review with impacts avoided).
- Address comments from WSDOT and City on draft permit materials.
- Final permit application packet in Microsoft Word and .pdf form.
- Permit approvals.
- NEPA Materials (electronic PDF and up to 3 hard copies):
 - o Updated ECS Checklist.
 - o Draft and Final EJ Decision Matrix.
- Draft and Final Memorandum with site photographs and a summary of contaminated site or underground storage tanks in the vicinity, if required, (a “right-sized” HAZMAT Memo).
- Contingency - Biological Evaluation or No Effect Letter.

Work Element 4 -- Geotechnical Analysis, Engineering, and Reporting

Lochner will subcontract with GeoEngineers to provide geological investigations, soil evaluations, and geotechnical engineering and reporting. For this effort, GeoEngineers will:

- a. Review readily available existing geotechnical information from the project vicinity including geologic maps, geotechnical reports provided by the City, and in-house geotechnical information from nearby projects.
- b. Coordinate the field exploration program including subcontracted explorations.
- c. Visit the site to complete a brief geologic reconnaissance, evaluate exploration constraints, and identify and mark exploration locations.
- d. Perform field explorations and collect data to evaluate subsurface soil and groundwater conditions. Site explorations will be located in areas of roadway improvements, luminaire poles, and stormwater management features. The exploration program will consist of the following:
 1. Drilled borings: Complete 10-12 shallow borings/pavement cores within the area of the roadway improvements, stormwater features, and luminaires. Explorations will range from 10 to 15 feet deep in roadway and infiltration areas and up to 20 feet deep for luminaire foundations. We assume approximately 180 feet of drilling.
 - a. Install no more than two piezometers near proposed stormwater management/infiltration facilities and monitor the groundwater levels at the site monthly during the first 6-months after installation.
 2. Hand explorations: Complete shallow hand auger and/or dynamic cone penetration test (DCPT) explorations to confirm near-surface soil conditions. DCPTs can be completed at select roadway cores to correlate with pavement design parameters like the California Bearing Ratio (CBR).
 3. Pilot Infiltration Test (PIT): It is assumed a field PIT will be completed at no more than two (2) sites in areas of proposed infiltration facilities. The PITs will be completed as follows:
 - a. Subcontract a backhoe operator and water truck to excavate infiltration test pits and conduct small-scale PITs in general accordance with the procedures of the 2012 Stormwater Management Manual for Western Washington (SMMWW), as amended in December 2014 (the 2014 SMMWW). Safety measures and procedures will be evaluated for leaving the pits open overnight with data-logging equipment.
 - b. We assume the water truck can connect to a nearby fire hydrant to fill the truck as needed. The infiltration test pits will be shallow (less than 4 feet deep). Remaining water in the pits following testing will be pumped and discharged to adjacent grass areas to facilitate backfilling of the pits. If appropriate, the surficial sod/organic layer will be stripped and placed back on top of the test pit following the testing. We will endeavor to return the site to pre-disturbance conditions; although some disturbance of the area should be anticipated.
 - c. Field PIT investigations will meet SMMWW presoaking requirements and will include two complete tests.
 - d. No more than three additional shallow test pits may be completed along the alignment with the on-site excavator as time permits.
- e. Evaluate pertinent physical and engineering characteristics of the site soils from laboratory tests performed on samples obtained from the explorations. Laboratory testing will include moisture content determination and grain size analysis, as appropriate. Complete up to four combined

sieve and hydrometer (ASTM D 422-63) tests on up to four samples obtained in the explorations completed near proposed infiltration sites for the purposes of providing estimated infiltration rates. Complete three sets of cation exchange capacity (CEC)/organic content tests for evaluation of stormwater treatment.

- f. Conduct engineering analysis based on site conditions encountered and soil samples collected, and formulate geotechnical recommendations and conclusions for:
 - 1. Geologic hazard area assessment satisfying City's Critical Areas Ordinance (CAO) standards, if necessary.
 - 2. Recommendations for support of utilities and new structures including utility subgrade preparation, backfill and dewatering considerations, as necessary.
 - 3. Earthwork considerations including embankment construction, temporary and permanent cut/fill slopes, suitability of on-site soils for re-use, specifications for imported soil, and backfill placement and compaction requirements.
 - 4. Recommendations for construction of the new roadway including description of expected subgrade soil conditions and subgrade preparation. Complete pavement section design based on AASHTO guidelines and provided traffic data, with recommended minimum pavement sections. Provide recommendations for support of concrete sidewalks and input regarding typical sections and design considerations for porous concrete sidewalks.
 - 5. Provide a discussion of the feasibility and design/construction considerations for use of full depth pavement reclamation (FDR) and cement treated base (CTB) for Q Avenue and 30th Street west of R Avenue.
 - 6. Foundation design considerations for luminaries.
 - 7. Provide stormwater design recommendations including suitability of soil for infiltration and estimated long-term infiltration rates based on grain-size analysis or the results of PITs, as appropriate.
- g. Prepare a geotechnical engineering report that provides a summary of the field exploration program and site conditions encountered, laboratory testing results, and engineering conclusions and construction recommendations as detailed above. Exploration logs, a site plan, and supporting laboratory test data will be included.
- h. Assist and coordinate with Consultant Team members.
- i. Process monthly invoicing and project progress reports for submittal to Lochner.

Element 4 Assumptions

- 1. GeoEngineers does not assume liability for damage or losses related to encountering buried utilities that have been incorrectly or not located.
- 2. Necessary right-of-way permits and rights-of-entry to property not currently owned by the City will be coordinated and provided by the City.
- 3. The City will provide geotechnical/soils information from the Salish Motel at 30th and Q Avenue and the 22nd and R Avenue roundabout.
- 4. Site explorations will be conducted both within and outside existing road travel lanes. Traffic control will be required in active traffic areas. GeoEngineers will provide or rent sufficient traffic control devices (cones/signage) for site safety.
- 5. The exploration program (borings and hand explorations) is estimated to take up to two days to complete.

6. The PIT program, with supplemental test pits, is anticipated to take up to two full days to complete.
7. Retaining wall design and layouts, if required, will be completed by others.
8. A pavement thickness design will be developed through traffic data provided by the City.
9. The scope does not include laboratory testing for design of FDR/CTB.

Element 4 Deliverables

- Draft and final geotechnical engineering report (.pdf format) detailing road, stormwater, infiltration, and luminaire foundation design recommendations.
- Planning-level input to engineer's estimate for earthwork, pavements, and retaining structures, if required.
- Monthly invoicing and progress reports.

Work Element 5 -- Topographic and Boundary Surveying and Mapping

Lochner will subcontract with LDES to provide topographic surveying, boundary research, and computer-generated basemapping. For this effort, LDES will:

- a. Investigate public and private property ownership records to identify existing rights-of-way, easements, land encumbrances, and franchise agreement records.
- b. Develop existing rights-of-way, easements, and private property lines for basemapping.
- c. Establish or reestablish horizontal control on the Washington State Plane North Zone NAD83 datum and vertical control on the NGVD88 datum.
- d. Collaborate with the City's GIS/Mapping Department to implement survey mapping standards.
- e. Coordinate traffic control measures for field surveying activities.
- f. Contact the state "dial-before-you-dig" contractor number to field-identify utility locations and coordinate with the City so utility locates are completed prior to survey field work.
- g. Coordinate with the City on rights-of-entry to access private properties prior to survey field work.
- h. Conduct topographic data collection specific to property markers, roadways, soil test sites, aerial and underground utilities, and other natural and man-made features at the following limits:
 - R Avenue, full right-of-way width plus 10 feet outside for topo and transitions plus 25 feet outside for topo and transitions at alleys and intersections, from 20 feet north of the south end of the 22nd Street/R Avenue roundabout improvements to 100 feet +/- south of 34th Street. (Length: approximately 3400 feet)
 - 30th Street between R Avenue and Q Avenue, full right-of-way width plus 25-feet outside for topo and transitions, along with 200 feet east of the intersection towards T Avenue. (Length: approximately 350 feet)
 - Q Avenue, full right-of-way width plus 25-feet outside for topo and transitions, from 32nd Street to 29th Street, along with a both north quadrants of 32nd Street including a few curb line and striping shots. (Length: approximately 900 feet)
 - 29th Street from Q Avenue to Commercial Avenue, full right-of-way width plus 25-feet outside for topo and transitions including the west side of Commercial Avenue, both quadrants. (Length: approximately 350 feet)
- i. Collect as-built data for potholed existing utilities and incorporate it into basemapping.
- j. Collect pre-design, subsurface utility explorations (potholing) data.

- k. Tie-in downstream conveyance routes and infrastructure (two additional shots on conveyances outside topographic survey limits defined above).
- l. Prepare a detailed three-dimensional topographic terrain model and boundary survey basemap with one-foot contours for project areas within public rights-of-way and private properties.
- m. Include a high-resolution, geo-referenced aerial image into basemapping.
- n. Coordinate with Consultant Team members.
- o. Process monthly invoicing and project progress reports for submittal to Lochner.

Element 5 Assumptions

- 1. Estimated limits of topographic surveying are as follows:
- 2. Rights-of-entry will be obtained by the City for access onto private properties to complete services and will be provided in advance of scheduled survey field work.
- 3. The surveyor will provide the City at least a two-week notice of on-site survey activities.
- 4. Ownership research is limited to public online information and available City/County records.
- 5. The surveyor will coordinate with Rob Hoxie (City GIS/Mapping) to obtain information on control networks and on horizontal and vertical datums.
- 6. The City does not provide private property utility locates. City notifications to property owners will ask if information outside of Public Records is available for use by the City. Unrecorded encroachments will be identified so property owners can remove certain improvements prior to construction.
- 7. Private utility locates will not be performed.
- 8. The City will provide title reports for each tax parcel needing review to establish existing right-of-way and easement limits. If not provided, a disclaimer will be placed on the survey boundary mapping stating so.
- 9. Traffic control for survey work in active roadways will be contracted by LDES.

Element 5 Deliverables

- Survey basemapping in AutoCAD (2016 or newer) format and one hard copy (.pdf) of the same.
- Topographic, boundary, and survey control drawing (stamped and signed) for inclusion with Ad-ready PS&E.
- High-resolution aerial image of project limits.
- Monthly invoicing and progress reports.

Work Element 6 -- Stormwater Design, Documentation, and PS&E

Lochner will identify the stormwater management needs within the Project limits and perform hydrological and hydraulic analysis detailing stormwater management facility types and design requirements. For this effort, Lochner will:

- a. Coordinate with the City on stormwater requirements within the drainage basin.
- b. Evaluate existing hydrological and hydraulic conditions and drainage patterns.
- c. In coordination with GeoEngineers, review stormwater design recommendations including suitability of soil for infiltration and estimated long-term infiltration rates.
- d. Calculate new and replaced impervious surfaces and new and replaced pollution-generating surfaces to identify if minimum thresholds for treatment and flow control have been exceeded.

- e. Conduct an assessment of feasible low impact development stormwater management and water quality techniques, such as bioretention and infiltration.
- f. Perform stormwater capacity, conveyance, and discharge analysis along existing and proposed conveyance routes as part of a downstream analysis that minimizes degradation of downstream sensitive areas and mitigates increased flows or contaminant loads to these same areas.
- g. Prepare a Stormwater Design Memorandum at the 30% submittal and the Stormwater Minimum Requirements Form at the 90% submittal outlining design methodologies, regulatory interpretations, and stormwater treatment and quantity control measures and compliance with City code. Appendices will document stormwater calculations.
- h. Prepare a Stormwater Pollution Prevention Plan addressing the 13 elements listed under Minimum Requirement #2 of the Washington State Department of Ecology 2012 Stormwater Management Manual for Western Washington, as amended in December 2014. This will be provided in the form of a plan sheet.
- i. Prepare Stormwater Design Drawings and Cost Estimate - Plans to include drainage plan and profiles along the +/- 5,000 feet of topographic data collection, drainage cross sections and details, stormwater facility layouts and details, and an engineer's cost estimate for the following submittals:
 - Geometric level (30%) - plans with lump sum cost estimate.
 - Pre-contract level (90%) - plans and estimate for the City's final review.
 - Ad-ready - plans and estimate for contract bidding.
- j. Identify and prepare Stormwater "specials" for non-standard WSDOT/City work elements at the:
 - 90% submittal for the City's final review - full "specials".
 - Ad-ready submittal for contract bidding - final "specials".
- k. Coordinate with the City on 30% and 90% design reviews, revisions, and approvals.
- l. Coordinate with Consultant Team members.

Element 6 Assumptions

1. Stormwater management requirements and design criteria will be based on City of Anacortes' Stormwater Code referencing Ecology's 2012 Stormwater Management Manual for Western Washington, as amended in December 2014.
2. The Stormwater Report will consist of filling in the applicable Stormwater Minimum Requirements Form provided by the City and will only be reviewed by the City.
3. Stormwater management will be achieved with facilities positioned in two separate basins.
4. Per conversation with the City, no deficiencies in condition or capacity exist in storm systems along the roadway corridors.
5. Water quality treatment will be addressed by first evaluating low impact development options, then utilizing proprietary systems to avoid degradation of downstream systems.
6. The Project will impact the existing drainage systems (ditches and pipes). Portions of both will be impacted as part of project improvements. An analysis to determine compensatory flow mitigation will be completed only at the request of the City.
7. No areas within the Project limits have been defined by the City as infeasible for infiltration.
8. No documented pollutant violations have been found within the roadway corridors.
9. No assessments of or upgrades to the 27-inch storm system in R Avenue, between SR20 and 32nd Street, will be performed.

10. The City will provide available as-built information from adjacent projects to inform the design process.

Element 6 Deliverables

- 30% Design Memorandum.
- 30% stormwater plans and cost estimate.
- Stormwater Minimum Requirements #1 to #9 Form at 90% submittal.
- 90% stormwater plans, special provisions, and cost estimate.
- Ad-ready stormwater PS&E documents for City approval and inclusion in the contract bid package.
- Electronic set of stormwater PS&E documents in AutoCAD/Civil 3D and .pdf format.

Work Element 7 -- Roadway Improvements Design, Documentation, and PS&E

Lochner proposes to assess the key multi-modal (vehicle, pedestrian, bicycle, and public transportation) needs of the roadway corridor and develop infrastructure designs that address these needs. For this effort, Lochner will:

- a. Analyze existing topographic conditions and site features.
- b. Perform assessment of various multi-modal needs of roadway and pedestrian corridors.
- c. Perform pedestrian design based on the *Americans with Disabilities Act Accessibility Guidelines* (ADAAG) and the *Public Rights-of-Way Accessibility Guidelines* (PROWAG) realizing “maximum extent feasible” provisions may be required.
- d. Develop two-dimensional geometrics for the proposed roundabout and perform three-dimensional verification modeling of the roundabout accommodating a select design vehicle serving adjacent commercial facilities.
- e. Conduct intersection geometric designs based on design speed, sight distance, and stopping sight distance conforming to the City’s *Engineering Standards* and WSDOT/AASHTO design standards.
- f. Model intersection speeds to set fastest paths through the roundabout using multiple design vehicles.
- g. Analyze turning movements accommodating a selected design vehicle common to roadway corridors.
- h. Establish horizontal and vertical alignments representing existing and design surfaces.
- i. Develop on-street parking that minimizes impacts to driveway access and that does not diminish intersection sight lines.
- j. Develop channelization and safety feature designs that accommodate vehicle, bicycle, and pedestrian improvements, and commercial and residential site access.
- k. Micro-grade roundabout to provide smooth surface transition of cross slopes and to provide positive runoff drainage and accommodation for oversize vehicles.
- l. Perform perimeter road and intersection grading design to minimize impacts to adjacent properties and utilities, and to limit areas of easement acquisition.
- m. Prepare three-dimensional surface models utilizing spot elevations and line work from roadway designs and incorporate modeling results into updated basemapping.
- n. Prepare Roadway Improvement Drawings and Cost Estimate - Plans to include title sheet, legends, summary of quantities, site preparation, erosion control, grading, ADA accessibility,

paving, channelization, traffic and pedestrian control, signage, details, and roadway geometric design elements along the +/- 5,000 feet of topographic data collection for the following submittals:

- 30% submittal - plans with lump sum cost estimate.
 - 90% submittal - plans and estimate for the City's final review.
 - Ad-ready submittal - plans and estimate for contract bidding.
- m. Identify and prepare Roadway "specials" for non-standard WSDOT/City work elements at the:
- 90% submittal for the City's final review - full "specials".
 - Ad-ready submittal for contract bidding - final "specials".
- o. Coordinate with the City on 30% and 90% design reviews, revisions, and approvals.
- p. Coordinate with Consultant Team members.

Element 7 Assumptions

1. The Consultant Team will evaluate the cursory effects of roadway improvements on private properties during preliminary design to determine if permanent and temporary real property rights are necessary to construct, operate, and maintain the Project improvements. The City will take the lead on acquisition of rights should they be required. The Consultant Team can support these City efforts under supplemental contracting.
2. Special provisions will be developed from a combination of WSDOT GSPs and special provisions created by Lochner or shared by the City.
3. Pocket parallel parking will be provided outside traveled ways.
4. The mid-block crossings on R Avenue near 29th Street and 33rd Street will remain.
5. Access to the boat yard on the extension of 32nd Street from R Avenue will remain.
6. Alley accesses to R Avenue and Q Avenue will be maintained.
7. The City has designed a new Skagit Transit bus stop on R Avenue between 26th Street and 27th Street. This design will be incorporated into the roadway plans.
8. The City has expressed its desire for the roundabout at R Avenue and 30th Street to be similar to the existing roundabout at R Avenue and 22nd Street. Previous designs used multiple design vehicle types including oversize-overweight vehicles. The City should have a Roundabout Validation Report (RVR) for the 22nd/R intersection which would include this information.
9. Multiple design vehicles will be used to display the various truck turning movements.
10. The City provided a roundabout concept completed by Reid Middleton for the R Ave and 30th Street intersection. The assumed design vehicles are very different (and much smaller) in this document, allowing the roundabout and sidewalks to fit within the existing right-of-way. Based on the short east leg splitter island in this concept, it appears 30th Street east of R Avenue was assumed to be a low volume roadway. With this information in mind, we need to resolve the specific design vehicle that will be used for the R Avenue/30th Street roundabout. This discussion will have significant bearing on the ability to design a roundabout which fits fully within the existing right-of-way.
11. The City will provide the RVR if the 30th Street/R Avenue roundabout is to be designed to accommodate the same large vehicle/vehicle movements as 22nd Street/R Avenue. In addition, the City will need to provide design vehicle AutoTurn files or dimensions/vehicle information for Lochner to build custom AutoTurn vehicles.
12. The City will provide dimensions for the decyclohexanizer (equipment length/width and crawler pods).

Element 7 Deliverables

- Documentation of design assumptions used for the Project.
- Roundabout Design Report.
- Preliminary roundabout exhibits for presentation at public meetings.
- 30% roadway improvement plans and cost estimate.
- 90% roadway improvement plans, special provisions, and cost estimate.
- Ad-ready roadway PS&E documents for City approval and inclusion in the contract bid package.
- Quantity backup sheets.
- Three-dimensional finished surface model in .xml format.
- Electronic set of roadway improvement PS&E documents in AutoCAD/Civil 3D and .pdf format.

Work Element 8 -- Illumination Design and Plans Preparation

Lochner will assess the lighting deficiencies along the Project corridors to evaluate whether existing luminaires can be upgraded to high-efficiency LED and possibly relocated to other existing poles to provide more consistent lighting levels. For this effort, Lochner will:

- a. Perform data collection (such as as-builts) from City sources.
- b. Field review and inventory existing illumination equipment and facilities.
- c. Prepare street lighting design for the new roundabout and upgraded intersection as well as the individual corridors assigned to the Project.
- d. Meet with the City on hardware requirements and needed replacements.
- e. Prepare 30% illumination drawings.
- f. Calculate quantities and develop a 30% engineer's cost estimate with Consultant Team.
- g. Submit 30% PS&E documentation to the City for review.
- e. Address the City's 30% design review comments and perform expanded project detailing and design to create 90% PS&E package.
- f. Identify and create special provisions for non-standard WSDOT/City work elements.
- g. Submit 90% design level PS&E package for submittal to the City for review.
- h. Incorporate the City's 90% review comments into an Ad-ready contract bid package sufficient for design approval and issuance for construction.
- i. Coordinate with the City on 30% and 90% design reviews, revisions, and approvals.
- j. Coordinate with Consultant Team members.

Element 8 Assumptions

1. The photometric analysis will be conducted using the AGI32 lighting program. Photometric standards will be designed in accordance with WSDOT Design Manual requirements.
2. Illumination system design will be performed by Lochner.
3. Service connections will be designed by Puget Sound Energy.
4. The City will negotiate and enter into service agreements with Puget Sound Energy independent of this proposal.

Element 8 Deliverables

- 30% illumination plans and cost estimate.

- 90% illumination plans, special provisions, and cost estimate.
- Ad-ready PS&E documents for inclusion in contract bid package.
- Supporting calculations for design decisions.
- Electronic set of illumination PS&E documents in AutoCAD and .pdf format.

Work Element 9 – Dry Utilities Design Coordination and Plans Preparation

Background utility research identified the roadway corridors contain overhead power, phone, and communication lines and underground natural gas lines. Specific impacts to these existing utilities will need to be identified and documented for use in required relocations and/or extensions.

Interaction and coordination will be required between the City, Lochner, and utility companies so the Project can successfully accommodate (minimally impact) these service utilities. To accomplish this, Lochner will:

- a. Review overhead and underground utility information (found existing and recorded as-built).
- b. Perform utility conflict assessments.
- c. Prepare preliminary utility exhibits serving to guide design efforts of the utility companies for their relocation or extension of their existing or planned overhead and underground utilities.
- d. In collaboration with the City, coordinate directly with Cascade Natural Gas on abandoning and relocating its high-pressure natural gas main along R Avenue.
- e. Attend up to two (2) meetings and coordinate with the City and utility owners on required revisions to existing facilities based on planned Project improvements.
- f. Provide basemap design drawings to utility companies affected by the Project.
- g. Coordinate with the City and provide direct correspondence with utility companies on design reviews, revisions, and approvals.
- h. Incorporate utility designs (performed by the utility companies) into a final PS&E package.

Element 9 Assumptions

1. Communications with Cascade Natural Gas is critical.
2. Each overhead and underground utility company will plan, design, and program relocations or extensions to its own system.
3. The City will introduce the Project at the monthly Utility Coordination Meeting at the Puget Sound Energy office in Burlington.
4. The City serve the lead role for utility relocations and adjustments within public right-of-way and will serve the same role for utilities on private properties.
5. Relocations will be completed prior to construction.

Element 9 Deliverables

- Basemapping (in CADD format) to utility companies.
- Preliminary utility exhibits.
- Meeting attendance and participation.
- Documentation of discussions with utility owners.

Work Element 10 – Sanitary Sewer and Potable Water Reviews and Investigations

Research existing sanitary sewer and potable water mains that lie within the project limits. However, the City does not expect sanitary sewer or water relocations/extensions to be performed during design. Instead, Lochner and its Project Surveyor will:

- a. Review sewer and water as-built information collected from the City.
- b. Perform pre-design subsurface utility explorations (potholing) and collect survey data to locate existing underground potable water lines horizontally and vertically. Explorations will be in areas of roadway improvements and potential stormwater management (collection, infiltration, and detention) facilities.
- c. Communicate with the City on required water system revisions if exploration results identify the need.

Element 10 Assumptions

1. The existing PRV station at 33rd Street and R Avenue will remain.
2. There are no sanitary sewer or water utility deficiencies in the Project area.
3. Assessments of available capacity within sanitary and water systems will not be performed.
4. Sanitary sewer or water system design will not be performed.
5. Upgrades to the existing sanitary sewer and potable water systems are outside this scope of work.
6. The City will supplement the Consultant Team contract should sanitary sewer and water utility designs be required to relocate these utilities.

Element 10 Deliverables

- Contracted potholing of existing water mains (only).
- Utility coordination with City.
- Utility basemap data in AutoCAD/Civil 3D format and one hard copy (.pdf) version of the same.
- Copy of survey field book pages in .pdf format.

Work Element 11 -- Easement Documentation

Lochner will subcontract with LDES to perform easement acquisition documentation. For this effort, LDES will:

- a. Create temporary easement documents (assume 6 exhibits and legal descriptions) required for field investigations and construction activities and for permanent easements required for utility relocations, if required.
- b. Manage approval of survey-related permit applications required for easement acquisitions.
- c. Stamp and record final property documentation and record with Skagit County.

Element 11 Deliverables

- Easement drawings for City review and introduction to property owners.
- Legal descriptions and exhibits describing easement acquisitions (stamped and signed) for recording with Skagit County.
- Data in AutoCAD format (2016 or newer) and one .pdf version representing final easements.

Work Element 12 -- Utility Relocation Surveying

Preliminary design will identify the footprint of proposed improvements and will determine specific impacts to existing overhead and underground utilities. Lochner will subcontract with LDES to perform interaction and coordination between the City, the Consultant Team, and utility companies to complete utility relocation services. For this effort, LDES will:

- a. Coordinate with Lochner to establish the relocated horizontal and vertical position of existing power, telephone, fiber optic, and cable communication utilities needing relocation.
- b. Field-survey utility pole and utility support feature locations for review and approval by utility purveyors, the City, and if necessary, private landowners.

Element 12 Deliverables

- Copy of survey field book pages in .pdf format.
- Field staking packages for use by survey crew.
- Survey stakes identifying final utility feature locations.

Work Element 13 -- Landscape Architecture/Urban Design and PS&E

A roadway improvement exhibit in our SOQ identified many areas to be set aside for permanent landscaping. HBB will perform landscape design for each of these areas with a primary goal of creating a visually pleasing and "green" corridor satisfying the City's interest in creating "complete streets" corridors and indicating to drivers that the project corridor is an area of greater pedestrian activity requiring more caution while traveling through it. For this effort, HBB will:

- a. Field review, assess, and analyze existing landscaping features and active pedestrian zones.
- b. Consult with the City Public Works and Parks departments and Consultant Team to determine the level of effort for application of recreational trail and roadway landscape design features.
- c. Coordinate with the Consultant Team and City on designs for landscape-amended, low-impact stormwater areas.
- d. Prepare 30% design landscape drawings (20-scale).
- e. Prepare renderings and exhibits for public open house including one (1) color-rendered plan of entire corridor at sufficient detail and scale, and two (2) color-rendered section views.
- f. Develop a 30% design level cost opinion of landscape features.
- g. Combine landscaping PS&E deliverables with roadway and stormwater PS&E documentation for submittal to the City for 30% design review.
- h. Coordinate with the City on design reviews, revisions, and approvals.
- i. Address the City's 30% design review comments specific to landscaping features.
- j. Perform expanded project detailing and incorporate review comments into a combined 90% PS&E package for City review.
- k. Prepare refined renderings and exhibits for public open house. This will include one (1) color-rendered plan of entire corridor at sufficient detail and scale, and two (2) color-rendered sections.
- l. Address the City's 90% review comments and combining latest revisions into an Ad-ready PS&E package sufficient for design approval and issuance for construction.

Element 13 Assumptions

1. Irrigation design is included only within the 30th Street/R Avenue roundabout center island.

2. Roundabout design will generally include three (3) trees and seeded lawn for the center of the roundabout.
3. Seeded lawn will be provided for adjacent side street planting areas and revisions to the existing R Avenue median.
4. Water quality areas may require additional landscape conforming to the applicable code and best management practices. These areas will not be irrigated, supplemental watering may be required to establish.
5. WSDOT trail standards will be used to design the trail system.
6. Additional tree locations within the public right-of-way will be considered in coordination with the City, while maintaining clear zone requirements.

Element 13 Deliverables

- 30% landscape plans and cost estimate.
- 90% landscape plans, specification, special provisions, bid item quantities, and cost estimate.
- Documentation of discussions with City staff on trail and roadway landscape designs.
- Plan renderings and rendered sections.
- Ad-ready landscape PS&E documents for inclusion in contract bid package.
- Electronic set of landscaping PS&E documents in AutoCAD and .pdf form.
- Meeting attendance and participation.

Work Element 14 – Cultural Resource Investigations and Reporting

Utilizing the services of Drayton Archaeology (Drayton), the Consultant Team will conduct Section 106 archaeological investigations and reporting. This work would include preparation of a cultural resources report in accordance with the Department of Archaeology and Historic Preservation's standards and guidelines. Overall work efforts will include the following tasks:

- a. Task 1 - Background Research. The Project Archaeologist will conduct requisite background archival research at DAHP, the University of Washington, within its own archives, and on-line to identify recorded and potential archaeological and historic resources in and around the Project area. Background review will also include review of the history of development and disturbance within the site, soils types, etc. If requested, background research will also address ethnographic scoping and research into Tribal affiliations (for use in determining Traditional Cultural Property likelihood).
- b. Task 2 - Field Survey and Subsurface Testing. This task includes survey of the Area of Potential Effect (APE) and subsurface explorations conducted within the APE. Subsurface testing will include employing shovel probes or mechanical excavation, as coordinated with geotechnical investigations occurring during the base mapping stage of the Project. Soils will be screened through ¼-inch steel mesh mounted on standing screens. Observations of soils, inclusions, and any cultural materials will be noted in field notebooks, locations of shovel probes and any resources will be recorded in notes, on project maps, and as possible utilizing a handheld GPS instrument. Overview photographs will also be taken of each probed area along with any cultural materials observed during survey. Details of each photograph will be entered in a photograph log.
- c. Task 3 - Report/Graphics Preparation. The report will include background information appropriate to a cultural resources assessment of the Project area, including environment, previous cultural

resources studies, ethnography/ethnohistory, and history. A discussion of agency and Tribal consultation will be provided (as relevant). Recommendations for the necessity of further work will be asserted within the review letter.

Element 14 Assumptions

1. This proposal assumes archaeological deposits and/or isolated artifacts, Human Remains, graves, or burial offerings will NOT be located during soil testing. Additional time would be required if human remains are encountered as state law reporting will be required.

Element 14 Deliverables

- A draft report of the set of Cultural Resources Survey will be provided for City review.
- Once the City's review comments have been incorporated, a Final Cultural Resources Survey Report meeting DAHP and Federal standards for NEPA will be submitted for the Project's use.

Work Element 15 -- Contract Bid Package Compilation

Lochner will facilitate creation of a contract provisions package that accommodates both City and WSDOT contract language and that forms a means of conveying each aspect of applicable design into one complete package suitable for contractor bid. For this effort, Lochner will:

- a. Compile a 90% design level contract bid package for review by City staff.
- b. Coordinate with the City on package revisions.
- c. Prepare written responses to review comments.
- d. Prepare an Ad-ready contract provisions package with final contract and bid proposal documents for use during bidding and construction.

Element 15 Assumptions

1. The contract bid package compilation process will need to be updated at an additional cost should the project documentation be completed and the project is placed "on the shelf" as it awaits construction funding.

Element 15 Deliverables

- 90% design level contract provisions bid package including a Bid Proposal.
- Responses to City review comments.
- Final contract bid package.

Work Element 16 -- Bid Phase Support Services

To maintain a strong link between the design and construction phases of the Project, Lochner will assist the City in advertising the Project for construction contractor bids. For this effort, Lochner will:

- a. Draft the advertisements for publishing.
- b. Post the construction documents at Plan Centers.
- c. Assist the City in maintaining a listing of bidders.
- d. Coordinate with City staff to effectively respond to written Requests for Information.
- e. Respond to field bidder questions (RFIs) and provide clarifications, as necessary.
- f. If necessary, revise PS&E documentation and prepare corresponding addenda.

- g. If requested by the City, attend pre-bid conference and site visit to answer questions or provide design clarifications to potential bidders and subcontractors.
- h. Assist City staff with bid openings by preparing bid tabs, evaluating the “apparent low bid” contractor, making recommendations to the City for contract award, and assisting the City in its efforts to award and execute a construction contract with the successful bidder each leading ultimately to the City's issuance of a “Notice to Proceed”.

Element 16 Assumptions

- 1. Up to four (4) RFI responses and up to two (2) addenda will be developed to aid construction bidding.

Element 16 Deliverables

- Draft advertisement notice.
- Written responses to contractor requests for information.
- Addenda.
- Updated engineer’s estimate incorporating addenda, as required.
- Updated “Issued for Construction” drawings and bid proposal form, as required.
- Bid tabulations.
- Contractor recommendation letter.

Work Element 17 -- Public Meeting and Outreach

Involvement and outreach to the project stakeholders, the local community, and commercial businesses will be beneficial to successful completion of the Project. This Work Element will deliver key information to the Project’s interest groups through direct interaction with the City’s public outreach staff. HBB will serve as the Consultant Team’s co-outreach coordinator with Lochner to accomplish clear and transparent public outreach and will:

- a. Attend and provide active involvement for a 30% design level stakeholder meeting attended by the City staff, key stakeholders, and a few Consultant Team members.
- b. Attend and provide active involvement in two (2) public open houses scheduled and facilitated by the City and attended by City officials, the public, and a few Consultant Team members.
- c. Create informational materials (conceptual roadway improvement and roundabout drawings and exhibits) suitable for use in public meetings.
- d. Provide support to the City’s lead role in public outreach.

Element 17 Assumption

- 1. No more than two (2) Consultant Team members will attend the 30% design stakeholder and the public meetings.
- 2. Public open houses are assumed to be online only.
- 3. Work Element 13 will provide the graphics for public meetings.

Element 17 Deliverables

- Meeting attendance and participation.
- Informational meeting materials.

Work Element 18 -- Project Controls and Management

Lochner will serve as the Consultant Team Manager and will be the day-to-day point of contact accountable to the City for project coordination, reviews, and approvals of design in accordance with the provisions of the City's Consultant Agreement. On-going project management will include managing the work for completion on-time and within the Agreement budget. For this effort, Lochner will:

- a. Facilitate contractual responsibilities, project development criteria, and scopes of work.
- b. Prepare and administer subconsultant contracts.
- c. Review and provide comment on documentation prepared by the Consultant Team to provide clarity of designs, methodologies, and reporting.
- d. Prepare and maintain a project schedule that identifies project milestones and deliverable dates.
- e. Consult with the City so design processes are understood and design approvals are obtained through City review cycles.
- f. Perform internal QA/QC procedures by checking designs for constructability, and plans and calculations for conformance to applicable drawing/design standards.
- g. Maintain clear lines of communication through constant email and telephone contact.
- h. Control and monitor budget expenditures and project progress.
- i. Respond to and resolve issues developed during design and delivery of the Project.
- j. Attend up to twelve (12) monthly progress meetings at City offices and participate in design conference calls.
- k. Prepare monthly invoicing and progress reports denoting work to date, issues addressed, upcoming tasks, and topics to address requiring coordination with the City.

Element 18 Deliverables

- Meeting exhibits, agendas, and minutes.
- Meeting attendance and participation.
- Monthly invoicing and progress reports.
- Baseline project schedule and schedule updates.

Element 18 Assumptions

1. Monthly progress meetings can be facilitated by a conference call or virtual meeting, if preferred.
2. The schedule will be updated monthly to reflect project progress or significant schedule changes.
3. Project design is to be completed by August 31, 2021.
4. Primary subconsultants will participate in a maximum of two monthly meetings.

Work Element 19 -- Management Reserve Fund

The City has established a Management Reserve Fund (MRF) to provide it flexibility authorizing additional funds to the Project for allowable unforeseen costs or reimbursing the Consultant Team for additional work outside an agreement's scope of work (but within the scope of the advertised project). Each requested draw from the MRF shall be in writing from the Consultant Team to the City and shall be approved by the City prior to authorization. For this project, the Fund is requested to be \$10,000.

Exhibit B

DBE Participation Plan

In the absence of a mandatory UDBE, the Consultant shall continue their outreach efforts to provide SBE maximum practicable opportunities.

Hough Beck & Baird, Inc. and Land Development Engineering & Surveying have been selected to satisfy this requirement. Hough Beck & Baird, Inc. is a certified WBE/DBE/SBE firm, Certification # D2F0008876. LDES is a Native American and Minority-Owned Business Enterprise (MBE/DBE Certification # D6M8019910).

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

2015 Civil 3D Format

PNEZD Order

Survey points provided in .txt Format

Specifications and Contract Documents - WORD Format

B. Roadway Design Files

2015 Civil 3D Format

C. Computer Aided Drafting Files

2015 Civil 3D Format

D. Specify the Agency's Right to Review Product with the Consultant

Agency will have access to product at all times. The typical 30/60/90/100 reviews will occur at a
mlilllllum.

E. Specify the Electronic Deliverables to Be Provided to the Agency

All existing files and project history will be provided by Agency to Consultant.

F. Specify What Agency Furnished Services and Information Is to Be Provided

Agency will manage project and complete all aspects of project not provided by Consultant. Consultant
will provide expertise and final product for permitting and design/CAD work.

II. Any Other Electronic Files to Be Provided

N/A

III. Methods to Electronically Exchange Data

Email and FTP site

A. Agency Software Suite

Microsoft
Civil 3D

B. Electronic Messaging System

MS Exchange

C. File Transfers Format

Varies

Exhibit D
Prime Consultant Cost Computations

See Exhibit D Attached

Exhibit D - Fee Estimate

R Avenue Long-Term Improvement City of Anacortes H. W. Lochner, Inc.

Classification	Direct Rate	Overhead 1.5529	Fixed Fee 0.30	Loaded Rate	Total Hours	Total Labor
Project Principal/Principal Engineer	\$ 99.55	\$ 154.59	\$ 29.87	\$ 284.01	20	\$ 5,680
Project Manager/Project Engineer	\$ 73.56	\$ 114.23	\$ 22.07	\$ 209.86	75	\$ 15,739
Project Manager/Project Engineer	\$ 73.20	\$ 113.67	\$ 21.96	\$ 208.83	372	\$ 77,686
Project Manager/Project Engineer	\$ 71.40	\$ 110.88	\$ 21.42	\$ 203.70	129	\$ 26,277
Sr. Transportation/Traffic Engineer/Planner	\$ 64.89	\$ 100.77	\$ 19.47	\$ 185.12	122	\$ 22,585
Civil Engineer/Designer	\$ 47.90	\$ 74.38	\$ 14.37	\$ 136.65	440	\$ 60,128
Civil Engineer/Designer	\$ 46.50	\$ 72.21	\$ 13.95	\$ 132.66	278	\$ 36,879
Civil Engineer/Designer	\$ 46.12	\$ 71.62	\$ 13.84	\$ 131.58	585	\$ 76,972
Jr. Civil Engineer/Designer	\$ 29.93	\$ 46.48	\$ 8.98	\$ 85.39	416	\$ 35,521
Administration/Project Control	\$ 25.75	\$ 39.99	\$ 7.73	\$ 73.46	78	\$ 5,730
Subtotal Lochner Labor:					2,515	\$ 363,197
3% Annual Salary Escalation @ 0% of Project					\$	-
Total Lochner Labor Cost					\$	363,197
Lochner Direct Expenses:					Cost	
Mileage					\$	1,242
Travel					\$	-
Graphics/Reproduction					\$	800
Postage/Shipping					\$	-
Other Expenses					\$	3,397
Total Lochner Direct Expenses:					\$	5,439
Firm Total: H.W. Lochner, Inc.					\$	368,636
Subconsultant Estimates:		Discipline		Cost		
Drayton Archaeology		Cultural Resources		\$ 10,176		
Land Development Engineering and Surveying		Surveying		\$ 74,040		
HBB		Landscape Architecture		\$ 43,914		
GeoEngineers		Geotechnical and Environmental		\$ 76,440		
Total Subconsultants:					\$	204,571
Subtotal Fee Estimate					\$	573,207
Management Reserve Fund					\$	-
TOTAL FEE ESTIMATE					\$	573,207

Lochner Rate Table - June 27, 2020 to June 26, 2021						
Employee Name	Lochner Classification	WSDOT Classification	Base Rate 1.0000	Overhead 1.5529	Fixed Fee 0.3000	Total
Stephen Lewis	Project Principal/Principal Engineer	Principal, Vice President	113.03	172.36	33.91	319.30
Aaron Butters	Project Principal/Principal Engineer	Principal, Vice President	99.55	151.80	29.87	281.22
Jeff Cook	Sr. Project Manager/Project Engineer	Project Manager	72.28	110.22	21.68	204.18
Jeff Peters	Sr. Project Manager/Project Engineer	Project Manager	81.72	124.61	24.52	230.85
Robert McGaughey	Project Manager/Project Engineer	Project Manager	73.56	112.17	22.07	207.80
John Tuttle	Project Manager/Project Engineer	Project Manager	73.20	111.62	21.96	206.78
Dave Mariano	Project Manager/Project Engineer	Project Manager	71.40	108.88	21.42	201.70
Molly Toy Teeters	Project Manager/Project Engineer	Project Manager	47.52	72.46	14.26	134.24
Robert Munchinski	QC Manager/Project Engineer		77.48	118.15	23.24	218.87
Steven Graff	Construction Manager	Construction Inspection, Senior	45.71	69.70	13.71	129.13
Tanner Swagerty	Construction Inspector	Construction Inspection, Mid Level	35.00	53.37	10.50	98.87
Brian Byrne	Sr. Structural Engineer	Structural Engineer, PIV	79.78	121.66	23.93	225.37
Steven Johnson	Sr. Structural Engineer	StructuralEngineer PIII	63.94	97.50	19.18	180.62
Nick Langer	Structural Engineer	StructuralEngineer PII	45.08	68.74	13.52	127.35
Timothy Johnson	Structural Engineer	StructuralEngineer PII	42.03	64.09	12.61	118.73
Jacob Newkirk	Jr. Structural Engineer	StructuralEngineer PI	33.93	51.74	10.18	95.85
Gerald Willhelm	Sr. Transportation/Traffic Engineer/Planner	TrafficEngineer PIII	63.39	96.66	19.02	179.07
Yongliang Zhu	Sr. Transportation/Traffic Engineer/Planner	TrafficEngineer PIII	64.89	98.95	19.47	183.31
Ryan O'Hara	Transportation/Traffic Engineer/Planner	TrafficEngineer PII	44.24	67.46	13.27	124.97
Joshua Phillips	Sr. Civil Engineer/Designer	Civil Engineer PIII	61.05	93.10	18.32	172.46
Miguel Sandoval	Sr. Civil Engineer/Designer	Civil Engineer PIII	59.09	90.11	17.73	166.92
Christopher Neal	Civil Engineer/Designer	Civil Engineer PIII	47.90	73.04	14.37	135.31
Kathleen Handel	Civil Engineer/Designer	Civil Engineer PIII	46.50	70.91	13.95	131.36
Nancy Bateman	Civil Engineer/Designer	Civil Engineer PIII	46.50	70.91	13.95	131.36
Matt Randall	Civil Engineer/Designer	Civil Engineer PIII	46.12	70.33	13.84	130.28
Christopher Ed	Jr. Civil Engineer/Designer	Civil Engineer PII	42.37	64.61	12.71	119.69
Gage Bull	Jr. Civil Engineer/Designer	Civil Engineer PI	30.53	46.56	9.16	86.24
Sarah Miller	Jr. Civil Engineer/Designer	Civil Engineer PI	29.93	45.64	8.98	84.55
Sabrina Luevanos	Technical Writer		0.00	0.00	0.00	0.00
Sarah Gallagher	Administration/Project Control	Administrative Assistant, Mid Level	25.75	39.27	7.73	72.74
	Intern	Engineering Intern	18.50	28.21	5.55	52.26
* Effective June 27, 2021 base rates will be adjusted.						

Exhibit D - Direct Expenses

R Avenue Long-Term Improvement City of Anacortes H. W. Lochner, Inc.

Mileage						
	Mileage (from Burlington)	Trips	Miles/Trip	Total Miles	Cost/mile	Total Cost
		18	32	576	\$ 0.575	\$ 331.20
	Mileage (from Everett)	8	116	928	\$ 0.575	\$ 533.60
	Mileage (from Bellevue)	4	164	656	\$ 0.575	\$ 377.20
Subtotal Mileage						\$ 1,242
Travel				Quantity	Unit Cost	Total
	Hotel	Estimated			\$ 96.00	\$ -
	Parking/Tolls	Estimated			\$ 24.00	\$ -
	Meals (days)	Estimated			\$ 55.00	\$ -
	Airfare	Estimated			\$ 900.00	\$ -
	Other	Estimated			\$ 1.00	\$ -
Subtotal Travel						\$ -
Graphics/Reproduction				Quantity	Unit Cost	Total
	Boards	Estimated	4		\$ 200.00	\$ 800.00
	Other Graphics	Estimated			\$ 2.00	\$ -
Subtotal Graphics/Reproduction						\$ 800
Postage/Shipping				Quantity	Unit Cost	Total
	Postage/Shipping	Estimated			\$ 1.00	\$ -
	Courier	Estimated			\$ 20.00	\$ -
Subtotal Postage/Shipping						\$ -
Other Expenses				Quantity	Unit Cost	Total
	Potholing Sub (Fisher)	Estimated	1		\$ 3,397.00	\$ 3,397.00
	Appraisals	Estimated			\$ 2,000.00	\$ -
	Materials Testing	Estimated			\$ 1,000.00	\$ -
Subtotal Other Expenses						\$ 3,397
TOTAL LOCHNER DIRECT EXPENSES						\$ 5,439

Fisher Construction Services, LLC

15019 Old Deception Mill Lane
Anacortes, WA 98221 US
+1 (360) 708-2016
fisherexcavating@yahoo.com

Estimate

ADDRESS		ESTIMATE		1020
John Tuttle		DATE		11/05/2020
SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Hydro	Hydro excavate to pothole for utilities	16	200.00	3,200.00
Material	Dump material	1	100.00	100.00
Material	Cold patch per hole	1	75.00	75.00
Material	5/8 crushed rock. \$25/ton	1	22.00	22.00
TOTAL				\$3,397.00

Accepted By

Accepted Date

Exhibit D - Hourly Task Breakdown with Classifications R Avenue Long-Term Improvement City of Anacortes H. W. Lochner, Inc.												
		LABOR CLASSIFICATION										
Work Element Number	Work Element	Project Principal/Principal Engineer	Project Manager/Project Engineer	Project Manager/Project Engineer	Project Manager/Project Engineer	Sr. Transportation/Traffic Engineer/Planner	Civil Engineer/Designer	Civil Engineer/Designer	Civil Engineer/Designer	Jr. Civil Engineer/Designer	Administration/Project Control	TOTAL
		Aaron Butters	Robert McGaughey	John Tuttle	Dave Mariano	Yongliang Zhu	Christopher Neal	Kathleen Handel	Matt Randall	Sarah Miller	Sarah Gallagher	
												HOURS
1.0	Consultant Team Design Input and Documentation	4	0	8	0	2	2	2	2	0	2	22
1.1	Consultant Team Design Input and Documentation	4	0	8	0	2	2	2	2	0	2	22
1.1.1	Meet virtually to set project assignments, lines of communication, project development and approval processes, and visit the site to assess current conditions	4		8		2	2	2	2		2	22
2.0	Environmental Assessments and Documentation	0	0	0	0	0	0	0	0	0	0	0
3.0	Environmental Reporting and Permitting	0	0	0	0	0	0	0	0	0	0	0
4.0	Geotechnical Analysis, Engineering, and Reporting	0	0	0	0	0	0	0	0	0	0	0
5.0	Topographic and Boundary Surveying and Mapping	0	0	0	0	0	0	0	0	0	0	0
6.0	Stormwater Design, Documentation, and PS&E	0	0	28	0	0	4	0	278	130	8	448
6.1	Stormwater Design, Documentation, and PS&E	0	0	28	0	0	4	0	278	130	8	448
6.1.1	Coordinate with the City on stormwater requirements within the drainage basins								12			12
6.1.2	Evaluate existing hydrological and hydraulic conditions and drainage patterns								16			16
6.1.3	In coordination with GeoEngineers, review stormwater design recommendations including suitability of soil for infiltration and estimated long-term infiltration rates			2					4			6
6.1.4	Calculate new and replaced impervious/pollution-generating surfaces to identify if minimum thresholds for treatment and flow control have been exceeded								24			24
6.1.5	Conduct an assessment of feasible low impact development stormwater management and water quality techniques, such as bioretention and infiltration			2					8			10
6.1.6	Perform stormwater capacity, conveyance, and discharge analysis along existing and proposed conveyance routes as part of a downstream analysis								30			30
6.1.7	Prepare a Stormwater Design Memorandum at the 30% submittal and the Stormwater Minimum Requirements Form at the 90% submittal			2					56		4	62
6.1.8	Prepare a SWPPP addressing the 13 elements listed under Minimum Requirement #2 of Ecology's 2012 Stormwater Management Manual, as amended in December 2014			2					10			12
6.1.9	Prepare Stormwater Design Drawings and Cost Estimate for the 30%, 90% ,and Ad-ready submittals			4					60	130	2	196
6.1.10	Identify and prepare Stormwater "specials" for non-standard WSDOT/City work elements at the 90% and Ad-ready submittals			4					14		2	20
6.1.11	Coordinate with the City on 30% and 90% design reviews, revisions, and approvals			8					24			32
6.1.12	Coordinate with Consultant Team members			4			4		20			28
7.0	Roadway Improvements Design, Documentation, and PS&E	0	0	32	0	10	410	256	202	220	2	1,132
7.1	Roadway Improvements Design, Documentation, and PS&E	0	0	32	0	10	410	256	202	220	2	1,132
7.1.1	Analyze existing topographic conditions and site features						10	10	6			26
7.1.2	Perform assessment of various multi-modal needs of roadway and pedestrian corridors						10	8				18
7.1.3	Perform pedestrian design based on the ADAAG and PROWAG realizing "maximum extent feasible" provisions may be required						30	10				40
7.1.4	Develop 2-D geometrics for the proposed roundabout and perform 3-D verification modeling of the roundabout accommodating a select design vehicle							24				24
7.1.5	Conduct intersection geometrics based on design speed, sight/stopping distances conforming to City's Engineering Standards and WSDOT/AASHTO design standards						32	16	4			52
7.1.6	Model intersection speeds to set fastest paths through the roundabout using multiple design vehicles							16				16
7.1.7	Analyze turning movements accommodating a selected design vehicle common to roadway corridors						18		8			26
7.1.8	Establish horizontal and vertical alignments representing existing and design surfaces						14		8			22

LOADED LABOR
COST
\$ 4,126
\$ 4,126
\$ 4,126
\$ -
\$ -
\$ -
\$ -
\$ 54,660
\$ 54,660
\$ 1,579
\$ 2,105
\$ 944
\$ 3,158
\$ 1,470
\$ 3,947
\$ 8,080
\$ 1,733
\$ 19,977
\$ 2,824
\$ 4,828
\$ 4,013
\$ 144,033
\$ 144,033
\$ 3,483
\$ 2,428
\$ 5,426
\$ 3,184
\$ 7,022
\$ 2,123
\$ 3,512
\$ 2,966

Exhibit D - Hourly Task Breakdown with Classifications R Avenue Long-Term Improvement City of Anacortes H. W. Lochner, Inc.												
		LABOR CLASSIFICATION										
Work Element Number	Work Element	Project Principal/Principal Engineer	Project Manager/Project Engineer	Project Manager/Project Engineer	Project Manager/Project Engineer	Sr. Transportation/Traffic Engineer/Planner	Civil Engineer/Designer	Civil Engineer/Designer	Civil Engineer/Designer	Jr. Civil Engineer/Designer	Administration/Project Control	TOTAL
		Aaron Butters	Robert McGaughey	John Tuttle	Dave Mariano	Yongliang Zhu	Christopher Neal	Kathleen Handel	Matt Randall	Sarah Miller	Sarah Gallagher	
												HOURS
7.1.9	Develop on-street parking that minimizes impacts to driveway access and that does not diminish intersection sight lines						6					6
7.1.10	Develop channelization and safety feature designs that accommodate vehicle, bicycle, and pedestrian improvements, and commercial and residential site access			4		4	44		28			80
7.1.11	Micro-grade roundabout to provide smooth surface transition of cross slopes and to provide positive runoff drainage and accommodation for oversize vehicles							60		20		80
7.1.12	Perform perimeter road and intersection grading design to minimize impacts to adjacent properties and utilities, and to limit areas of easement acquisition						34		12			46
7.1.13	Prepare 3-D surface models utilizing spot elevations and line work from roadway designs and incorporate modeling results into updated basemapping						58	20	30			108
7.1.14	Prepare Roadway Improvement Drawings and Cost Estimates for the 30%, 90%, and Ad-ready submittals						90	60	50	200		400
7.1.15	Identify and prepare Roadway "specials" for non-standard WSDOT/City work elements at the 90% and Ad-ready submittals			12			6	6	6		2	32
7.1.16	Coordinate with the City on 30% and 90% design reviews, revisions, and approvals			12		2	44	16	30			104
7.1.17	Coordinate with Consultant Team members			4		4	14	10	20			52
8.0	Illumination Design and Plans Preparation	0	0	14	0	80	0	0	0	52	0	146
8.1	Illumination Design and Plans Preparation	0	0	14	0	80	0	0	0	52	0	146
8.1.1	Perform data collection (such as as-builts) from City sources									8		8
8.1.2	Field review and inventory existing illumination equipment and facilities					4						4
8.1.3	Prepare street lighting design for the new roundabout and upgraded intersection as well as the individual corridors assigned to the Project					18						18
8.1.4	Meet with the City on hardware requirements and needed replacements			2		4						6
8.1.5	Prepare 30% illumination drawings					10				20		30
8.1.6	Calculate quantities and develop a 30% engineer's cost estimate					6						6
8.1.7	Submit 30% PS&E documentation to the City for review									2		2
8.1.8	Address the City's 30% design review comments and perform expanded project detailing and design to create 90% PS&E package					8				12		20
8.1.9	Identify and create Illumination "specials" for non-standard WSDOT/City work elements			6		12						18
8.1.10	Submit 90% design level PS&E package for submittal to the City for review									2		2
8.1.11	Incorporate the City's 90% review comments into an Ad-ready contract bid package sufficient for design approval and issuance for construction					8				8		16
8.1.12	Coordinate with the City on 30% and 90% design reviews, revisions, and approvals			4		6						10
8.1.13	Coordinate with Consultant Team members			2		4						6
9.0	Dry Utilities Design Coordination and Plans Preparation	0	0	22	0	6	8	0	27	14	0	77
9.1	Dry Utilities Design Coordination and Plans Preparation	0	0	22	0	6	8	0	27	14	0	77
9.1.1	Review overhead and underground utility data (found existing and recorded as-built)						2		6			8
9.1.2	Perform utility conflict assessments						4		6			10
9.1.3	Prepare utility exhibits to guide design efforts of the utility companies for relocation or extension of their existing or planned overhead and underground utilities								2	6		8
9.1.4	In collaboration with the City, coordinate directly with Cascade Natural Gas on abandoning and relocating its high-pressure natural gas main along R Avenue			12					2			14
9.1.5	Attend up to two (2) meetings and coordinate with the City and utility owners on required revisions to existing facilities based on planned Project improvements			4								4
9.1.6	Provide basemap design drawings to utility companies affected by the Project						2		1	8		11
9.1.7	Coordinate with the City and provide direct correspondence with utility companies on design reviews, revisions, and approvals			6		6			2			14
9.1.8	Incorporate utility designs (performed by the utility companies) into a final PS&E package								8			8

LOADED LABOR
COST
\$ 820
\$ 11,273
\$ 9,667
\$ 6,225
\$ 14,526
\$ 43,915
\$ 5,058
\$ 14,959
\$ 7,447
\$ 22,174
\$ 22,174
\$ 683
\$ 741
\$ 3,332
\$ 1,158
\$ 3,559
\$ 1,111
\$ 171
\$ 2,506
\$ 3,474
\$ 171
\$ 2,164
\$ 1,946
\$ 1,158
\$ 11,546
\$ 11,546
\$ 1,063
\$ 1,336
\$ 775
\$ 2,769
\$ 835
\$ 1,088
\$ 2,627
\$ 1,053

Exhibit D - Hourly Task Breakdown with Classifications R Avenue Long-Term Improvement City of Anacortes H. W. Lochner, Inc.												
Work Element Number	Work Element	LABOR CLASSIFICATION										TOTAL
		Project Principal/Principal Engineer	Project Manager/Project Engineer	Project Manager/Project Engineer	Project Manager/Project Engineer	Sr. Transportation/Traffic Engineer/Planner	Civil Engineer/Designer	Civil Engineer/Designer	Civil Engineer/Designer	Jr. Civil Engineer/Designer	Administration/Project Control	
		Aaron Butters	Robert McGaughey	John Tuttle	Dave Mariano	Yongliang Zhu	Christopher Neal	Kathleen Handel	Matt Randall	Sarah Miller	Sarah Gallagher	HOURS
10.0	Sanitary Sewer and Potable Water Reviews and Investigations	0	0	10	0	0	0	0	20	0	0	30
10.1	Sanitary Sewer and Potable Water Reviews and Investigations	0	0	10	0	0	0	0	20	0	0	30
10.1.1	Review sewer and water as-built information collected from the City								4			4
10.1.2	Perform pre-design subsurface utility explorations (potholing) and collect survey data to locate existing underground potable water lines horizontally and vertically.								12			12
10.1.3	Communicate with the City on required water system revisions if exploration results identify the need			10					4			14
11.0	Easement Documentation	0	0	0	0	0	0	0	0	0	0	0
12.0	Utility Relocation Surveying	0	0	0	0	0	0	0	0	0	0	0
13.0	Landscape Architecture/Urban Design and PS&E	0	0	0	0	0	0	0	0	0	0	0
14.0	Cultural Resource Investigations and Reporting	0	0	0	0	0	0	0	0	0	0	0
15.0	Contract Bid Package Compilation	4	0	74	42	12	8	12	20	0	22	194
15.1	Contract Bid Package Compilation	4	0	74	42	12	8	12	20	0	22	194
15.1.1	Compile a 90% design level Project Manual for review by City staff			24	8	4	4	4	4		10	58
15.1.2	Coordinate with the City on package revisions			10	22	4			8			44
15.1.3	Prepare written responses to review comments			8	10	4	4	8	8			42
15.1.4	Prepare an Ad-ready Project Manual with final City contract, bid proposal, and special provision documents for use during bidding and construction	4		32	2						12	50
16.0	Bid Phase Support Services	2	0	14	39	12	8	8	24	0	12	119
16.1	Bid Phase Support Services	2	0	14	39	12	8	8	24	0	12	119
16.1.1	Draft the advertisements for publishing				2							2
16.1.2	Post the construction documents at Plan Centers				2						2	4
16.1.3	Assist the City in maintaining a listing of bidders				1						1	2
16.1.4	Coordinate with City staff to effectively respond to written Requests for Information			2	8	4						14
16.1.5	Respond to field bidder questions (RFIs) and provide clarifications, as necessary			8	6	4			16		2	36
16.1.6	Revise PS&E documentation and prepare corresponding addenda, if necessary					4	8	8	8			28
16.1.7	If requested by the City, attend pre-bid conference and site visit to answer questions or provide design clarifications to potential bidders and subcontractors			4	8						2	14
16.1.8	Assist City by preparing bid tabs, evaluating apparent low bidder, recommending award to the City, and assisting the City to award and execute a construction contract	2			12						5	19
17.0	Public Meeting and Outreach	0	0	0	0	0	0	0	0	0	0	0
18.0	Project Controls and Management	10	75	170	48	0	0	0	12	0	32	347
18.1	Project Controls and Management	10	75	170	48	0	0	0	12	0	32	347
18.1.1	Facilitate contractual responsibilities, project development criteria, and scopes of work	4		12							2	18
18.1.2	Prepare and administer subconsultant contracts			12							2	14
18.1.3	Review and provide comment on documentation prepared by the Consultant Team to provide clarity of designs, methodologies, and reporting			20								20
18.1.4	Prepare and maintain a project schedule that identifies project milestones and deliverables			12								12
18.1.5	Consult with the City so design processes are understood and design approvals are obtained through City review cycles			16								16
18.1.6	Perform internal QA/QC procedures by checking designs for constructability, and reports, plans, and calculations for conformance to applicable drawing/design standards		75	22	48							145

LOADED LABOR
COST
\$ 4,720
\$ 4,720
\$ 526
\$ 1,579
\$ 2,615
\$ -
\$ -
\$ -
\$ -
\$ 34,299
\$ 34,299
\$ 9,720
\$ 8,363
\$ 7,109
\$ 9,108
\$ 19,851
\$ 19,851
\$ 407
\$ 554
\$ 277
\$ 2,788
\$ 5,885
\$ 3,948
\$ 2,612
\$ 3,380
\$ -
\$ 67,788
\$ 67,788
\$ 3,789
\$ 2,653
\$ 4,177
\$ 2,506
\$ 3,341
\$ 30,111

Exhibit D - Hourly Task Breakdown with Classifications R Avenue Long-Term Improvement City of Anacortes H. W. Lochner, Inc.												
		LABOR CLASSIFICATION										
Work Element Number	Work Element	Project Principal/Principal Engineer	Project Manager/Project Engineer	Project Manager/Project Engineer	Project Manager/Project Engineer	Sr. Transportation/Traffic Engineer/Planner	Civil Engineer/Designer	Civil Engineer/Designer	Civil Engineer/Designer	Jr. Civil Engineer/Designer	Administration/Project Control	TOTAL
		Aaron Butters	Robert McGaughey	John Tuttle	Dave Mariano	Yongliang Zhu	Christopher Neal	Kathleen Handel	Matt Randall	Sarah Miller	Sarah Gallagher	
												HOURS
18.1.7	Maintain clear lines of communication through constant email and telephone contact			20								20
18.1.8	Control and monitor budget expenditures and project progress			12						4		16
18.1.9	Respond to and resolve issues developed during design/delivery of the Project	6		8								14
18.1.10	Attend up to twelve (12) monthly progress meetings at City offices and participate in design conference calls			24					12		12	48
18.1.11	Prepare monthly invoicing and progress reports denoting work to date, issues addressed, upcoming tasks, and topics requiring coordination with the City			12							12	24
TOTAL HOURS AND COST		20	75	372	129	122	440	278	585	416	78	2,515

LOADED LABOR
COST
\$ 4,177
\$ 2,800
\$ 3,375
\$ 7,472
\$ 3,388
\$ 363,198



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

August 25, 2020

H.W. Lochner, Inc.
225 West Washington Street, 12th Floor
Chicago, IL 60606

Subject: Acceptance FYE 2020 ICR – CPA Report

Dear Lynette Mantey:

We have accepted your firms FYE 2020 Indirect Cost Rate (ICR) based on the “Independent CPA Report,” prepared by Troy A. Washko as follows:

Contracts executed prior to June 24, 2014:

- Home: 155.77% of direct labor (rate includes 0.18% Facilities Capital Cost of Money)
- Field: 110.81% of direct labor (rate does not include Facilities Capital Cost of Money)

Contracts awarded on or after June 24, 2014:

- Home: 155.29% of direct labor (rate includes 0.18% Facilities Capital Cost of Money)
- Field: 110.43% of direct labor (rate does not include Facilities Capital Cost of Money)

This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 705-7019** or via email consultantrates@wsdot.wa.gov.

Regards;

Jonson, Erik
Aug 25 2020 3:14 PM

cosign

ERIK K. JONSON
Contract Services Manager

EKJ:ah

Exhibit E

Sub-consultant Cost Computations

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI “Sub-Contracting” of this AGREEMENT.

Drayton Archaeology - See attached Exhibit E-1

Cultural Resources

Land Development Engineering and Surveying - See attached Exhibit E-2

Hough Beck & Baird, Inc. - See attached Exhibit E-3

GeoEngineers - See attached Exhibit E-4

EXHIBIT
E-1
Drayton Archaeology

Exhibit B - Fee Estimate

R Avenue Long-Term Improvement City of Anacortes Drayton Archaeology

Classification	Direct Rate	Overhead 0.631	Fixed Fee 0.3	Loaded Rate	Total Hours	Total Labor
Principal	\$ 80.00	\$ 50.48	\$ 24.00	\$ 154.48	10	\$ 1,545
Senior Arch	\$ 50.00	\$ 31.55	\$ 15.00	\$ 96.55	36	\$ 3,476
Field Dir (Tech III)	\$ 35.00	\$ 22.09	\$ 10.50	\$ 67.59	20	\$ 1,352
Arch Tech II	\$ 30.00	\$ 18.93	\$ 9.00	\$ 57.93	12	\$ 695
Arch Tech I	\$ 25.00	\$ 15.78	\$ 7.50	\$ 48.28	46	\$ 2,221
Admin	\$ 20.00	\$ 12.62	\$ 6.00	\$ 38.62	3	\$ 116
Subtotal Labor:					127	9,404
3% Annual Salary Escalation @					0% of Project	\$ -
					Total Labor Cost	\$ 9,404
Direct Expenses:					Cost	
Mileage					\$ 372	
Travel					\$ 400	
Graphics/Reproduction					\$ -	
Postage/Shipping					\$ -	
Other Expenses					\$ -	
Total Direct Expenses:					\$ 772	
TOTAL FEE ESTIMATE					\$ 10,176	

Actuals Not To Exceed Table (ANTE)

<i>Drayton Archaeological Research, LLC (Drayton Archaeology)</i>				
Job Classifications	Direct Labor Rate NTE*	Overhead 80.9% NTE	Profit 30% NTE	All Inclusive Hourly Billing Rate NTE
		80.90%	30.00%	
Principal [Baldwin, G]	\$49.49	\$40.03	\$14.85	\$104.36
Senior Arch [Chambers, J]	\$46.08	\$37.27	\$13.82	\$97.17
Field Dir (Arch Tech III) [Berry, A]	\$38.05	\$30.78	\$11.41	\$80.24
Field Dir (Arch Tech III) [Hanson, M]	\$19.43	\$15.72	\$5.83	\$40.98
Arch Tech III [Patsch, O]	\$26.88	\$21.74	\$8.06	\$56.68
Arch Tech II [[Paton-VanBeek, C]	\$22.96	\$18.57	\$6.89	\$48.42
Arch Tech I [Hillstrom, J]	\$18.00	\$14.56	\$5.40	\$37.96
Arch Tech I [Schultheis, S]	\$15.00	\$12.14	\$4.50	\$31.64
Arch Tech I [Dipo, M]	\$15.00	\$12.14	\$4.50	\$31.64
Accounting/Admin [Baldwin, K]	\$20.81	\$16.83	\$6.24	\$43.88

Exhibit B - Hourly Task Breakdown with Classifications R Avenue Long-Term Improvement City of Anacortes Drayton Archaeology									
		LABOR CLASSIFICATION							
Work Element Number	Work Element	Principal	Senior Arch	Field Dir (Tech III)	Arch Tech II	Arch Tech I	Admin	TOTAL	LOADED LABOR
								HOURS	COST
1.0	Consultant Team Design Input and Documentation	0	0	0	0	0	0	0	\$ -
2.0	Environmental Assessments and Documentation	0	0	0	0	0	0	0	\$ -
3.0	Environmental Reporting and Permitting	0	0	0	0	0	0	0	\$ -
4.0	Geotechnical Analysis, Engineering, and Reporting	0	0	0	0	0	0	0	\$ -
5.0	Topographic and Boundary Surveying and Mapping	0	0	0	0	0	0	0	\$ -
6.0	Stormwater Design, Documentation, and PS&E	0	0	0	0	0	0	0	\$ -
7.0	Roadway Improvements Design, Documentation, and PS&E	0	0	0	0	0	0	0	\$ -
8.0	Illumination Design and Plans Preparation	0	0	0	0	0	0	0	\$ -
9.0	Dry Utilities Design Coordination and Plans Preparation	0	0	0	0	0	0	0	\$ -
10.0	Sanitary Sewer and Potable Water Reviews and Investigations	0	0	0	0	0	0	0	\$ -
11.0	Easement Documentation	0	0	0	0	0	0	0	\$ -
12.0	Utility Relocation Surveying	0	0	0	0	0	0	0	\$ -
13.0	Landscape Architecture/Urban Design and PS&E	0	0	0	0	0	0	0	\$ -
14.0	Cultural Resource Investigations and Reporting	10	36	20	12	46	3	127	\$ 9,404
14.1	Cultural Resource Investigations and Reporting	10	36	20	12	46	3	127	\$ 9,404
14.1.1	Conduct requisite background archival research at DAHP, UW, office archives, and on-line to identify recorded and potential archaeological and historic resources	10	36	20	12	46	3	127	\$ 9,404
14.1.2	Field Survey and Subsurface Testing to survey the Area of Potential Effect (APE) and subsurface explorations conducted within the APE							0	\$ -
14.1.3	Prepare Report/Graphics Preparation appropriate to a cultural resources assessment of the Project area							0	\$ -
15.0	Contract Bid Package Compilation	0	0	0	0	0	0	0	\$ -
16.0	Bid Phase Support Services	0	0	0	0	0	0	0	\$ -

Exhibit B - Hourly Task Breakdown with Classifications R Avenue Long-Term Improvement City of Anacortes Drayton Archaeology								
		LABOR CLASSIFICATION						
Work Element Number	Work Element	Principal	Senior Arch	Field Dir (Tech III)	Arch Tech II	Arch Tech I	Admin	TOTAL
								HOURS
17.0	Public Meeting and Outreach	0	0	0	0	0	0	0
18.0	Project Controls and Management	0	0	0	0	0	0	0
TOTAL HOURS AND COST		10	36	20	12	46	3	127

LOADED LABOR
COST
\$ -
\$ -
\$ 9,404



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

August 24, 2020

Drayton Archaeological Research, LLC
P.O. Box 782
Blaine, WA 98231-0782

Subject: Acceptance FYE 2019 ICR – Audit Office Review

Dear Garth Baldwin:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2019 Indirect Cost Rate (ICR) of 63.10% of direct labor. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email consultantrates@wsdot.wa.gov.

Regards;

Jonson, Erik
Aug 24 2020 3:43 PM

cosign

ERIK K. JONSON
Contract Services Manager

EKJ:ah

EXHIBIT
E-2
Land Development Engineering and
Surveying

Exhibit B - Fee Estimate

R Avenue Long-Term Improvement
City of Anacortes
Land Development Engineering & Surveying

Classification	Direct Rate	Overhead 1.8112	Fixed Fee 0.3	Loaded Rate	Total Hours	Total Labor
Senior PLS In Charge	\$ 40.00	\$ 72.45	\$ 12.00	\$ 124.45	162	\$ 20,161
CAD 3 Engineer	\$ 33.00	\$ 59.77	\$ 9.90	\$ 102.67	146	\$ 14,990
Senior Survey Tech 1	\$ 35.00	\$ 63.39	\$ 10.50	\$ 108.89	-	\$ -
Senior Survey Tech 2	\$ 30.00	\$ 54.34	\$ 9.00	\$ 93.34	175	\$ 16,334
Junior Survey Tech 1	\$ 24.00	\$ 43.47	\$ 7.20	\$ 74.67	-	\$ -
Junior Survey Tech 2	\$ 21.00	\$ 38.04	\$ 6.30	\$ 65.34	173	\$ 11,303
Technician	\$ 25.50	\$ 46.19	\$ 7.65	\$ 79.34	-	\$ -
Controller	\$ 42.00	\$ 76.07	\$ 12.60	\$ 130.67	38	\$ 4,965
Subtotal Labor:					694	\$ 67,753
3% Annual Salary Escalation @					0% of Project	\$ -
					Total Labor Cost	\$ 67,753
Direct Expenses:					Cost	
Mileage					\$ 1,500	
Travel					\$ -	
Graphics/Reproduction					\$ -	
Postage/Shipping					\$ -	
Other Expenses - Traffic Control					\$ 4,786	
Total Direct Expenses:					\$ 6,287	
TOTAL FEE ESTIMATE					\$ 74,040	

Date 10/23/20

Company Name:	Land Development Engineering & Surveying INC
Address:	5160 Industrial Place, Suite # 108
City/ State/ Zip	Ferndale WA 98248

Proposed ICR	Proposed Fixed Fee
1.8112	0.3

Subject: Proposed Hourly Rate Statement

Attention: Manager, Consultant Services Office

Below are the highest anticipated hourly billing rates for the identified labor classifications.

Land Development Engineering & Surveying INC certifies they have an accounting system that contains separate accounts or sub-accounts for unallowable costs in accordance with FAR (48 CFR Part 31), and the capacity to track direct costs that are allocable directly to projects.

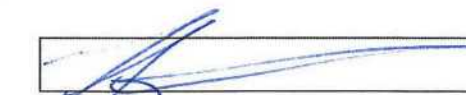
Land Development Engineering & Surveying INC also certifies they have a labor- charging/ time keeping system that is complete and sufficiently detailed to allow for a proper determination of direct and indirect labor costs.

Labor Classification	Labor Rate	Indirect Cost Rate	Fixed Fee	NTE Rate	Add Row
CADD ENGINEER-EVE	\$34.00	\$61.58	\$10.20	\$105.78	Delete Row
JUNIOR SURVEY TECH-KEEGAN	\$24.00	\$43.47	\$7.20	\$74.67	
SR. PLS IN CHARGE-RAY	\$40.00	\$72.45	\$12.00	\$124.45	
CADD 3 ENGINEER- Sheri G	\$33.00	\$59.77	\$9.90	\$102.67	
SENIOR SURVEY TECH-NATHAN B	\$35.00	\$63.39	\$10.50	\$108.89	
CONTROLLER-YANNI	\$42.00	\$76.07	\$12.60	\$130.67	
PE INCHARGE-RAMON	\$42.00	\$76.07	\$12.60	\$130.67	
TECHNICIAN 1-YEVGENIY	\$25.50	\$46.19	\$7.65	\$79.34	
CADD ENGINEER-DIANNA	\$27.00	\$48.90	\$8.10	\$84.00	
SENIOR SURVEY TECH-CHRIS Z	\$30.00	\$54.34	\$9.00	\$93.34	

Respectfully,

Signature

Title


Principal



NW SAFETY SIGNS

Traffic Control - Rentals - Sales

3857-A Hannegan Road
Bellingham, WA 98226
Ph: (360) 676-6272
Fax: (360) 733-2690

DATE: 10/27/2020
BID: 20-077

Land Development Survey Inc
R Avenue Survey Project
Rates Based on Private Wage Rate as of 1/1/2020
for Whatcom & Skagit Counties

QTY	UNIT			PRICE
80	HRS FLAGGER	REGULAR TIME RATE	\$33.25	\$2,660.00
20	HRS	OVERTIME RATE	\$47.00	\$940.00
	HRS	DOUBLETIME RATE	\$61.00	\$0.00
Includes: 2 Flaggers working 10 hours/day/ea				
	HRS *TC SUPERVISOR & TC LABOR	REGULAR TIME RATE	\$39.50	
	HRS	OVERTIME RATE	\$56.50	
	HRS	DOUBLETIME RATE	\$74.00	
Includes: Not applicable				
5	DAY TC VEHICLE 0-30 Miles		\$75.00	\$375.00
	TC VEHICLE 31-65 Miles		\$90.00	
	TC VEHICLE 66-100 Miles		\$115.00	
	116+ MILES		\$1.10/MILE	
5	DAY TRAFFIC CONTROL DEVICES		\$97.25	\$486.25
	12 Signs/Stands/Sandbags and 40 Cones			
5	HRS TC PLANS, ADMIN & PROJECT COORDINATION FEE		\$65.00	\$325.00
	If Required			
			ESTIMATE	\$4,786.25

NOTE: ***This estimate is based on unit pricing as listed above. Actual hours / materials will be charged per the unit prices listed.

TERMS OF SERVICE, POLICIES AND CONDITIONS

1. Flaggers are equipped with flag paddles, hardhats & vests. Flashlights, night gear, and radios are provided when requested. We provide flaggers with time cards, which are to be signed by the job foreman at the end of each shift.
2. Regular Hours = Mon - Fri., the first 8 hours (but not more than 40 hours), between 4:00 a.m. and 6:00 p.m.
3. Overtime Hours = After first 8 hours/day or after 6 p.m. Mon. - Fri.; and Saturday until 6:00 p.m.; Any hours over 40 hours per week; Entire shifts starting before 4:00am.
4. Doubletime Hours = Any hours worked on Sunday and after 12 hours Mon. - Sat.; after 6:00 p.m. on Saturday, and all Holidays. (Shifts over 12 hours are highly discouraged and should only be performed under emergency situations. The office must be contacted so that we can send a relief flagger, if possible).
5. 4 Hour Minimum Charge per person (based on 0 - 25 miles to jobsite).
8 Hour Minimum Charge per person (based on 26 or more miles to jobsite).
6. 24 Hour Cancellation Notice Required for Reservations & Services. Failure to cancel will result in a minimum four (4) or eight (8) hours billing per person dispatched (see #5).
7. Full Service Traffic Control (services requiring a TC Vehicle): Hourly rates will be charged port to port from NWSS office located at 3857 Hannegan Rd, Bellingham, WA.
8. For scheduling purposes, allow 24 - 72 hours to assure adequate coverage.
9. Contractor agrees to provide necessary breaks for flaggers. If breaks are not provided, NW Safety Signs reserves the right to send relief flagger(s).
10. In the event Contractor chooses to supply &/or set up TC Devices, Contractor understands and agrees to meet all regulatory and MUTCD requirements. If Contractor fails to meet the regulatory requirements, it is agreed that NW Safety Signs reserves the right to reschedule it's crew, or when possible, NW Safety Signs will provide the necessary regulatory TC Devices at the sole expense to the Contractor.
11. Contractor agrees that Safety Signs, Inc. will be held harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from, or connected with services performed or to be performed, to the fullest extent permitted by law. Contractor's duty to indemnify Safety Signs, Inc. shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of Safety Signs, Inc. or its agents or employees.
12. NW Safety Signs reserves the right to reschedule or withdraw personnel during extreme weather conditions and/or unsafe working conditions.

NOTES:

**We provide 2 way radios to our flaggers when requested. If they are not compatible with Contractor's radios, Contractor will have to provide compatible radios.

***Prices subject to change due to labor and material increases.

HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and the following Friday, and Christmas.

PAYMENT TERMS: Upon approval of credit, net 30 days after invoice date. Otherwise, non-approved credit customers will require a deposit prior to the start of project & final bill will be due upon receipt of invoice(s). On amounts not paid by the 10th day of the month following invoicing, a finance charge shall be added equal to one & a half percent (1.5%) per month (18% APR).

DEFAULT IN PAYMENT: If payments for amounts due on this contract or any portion thereof are not paid in accordance with the terms of the contract, then collection may be placed in the hands of an attorney and the prevailing party shall be entitled to reimbursement for all costs and attorney fees.

EXCLUSIONS: Liquidated damages, bonding, retention, permits, taxes, fees & illumination of night time work areas. Daily per diems, travel costs, lodging & outside service fees.

COVID19 TERMS: For the health and safety of our employees and clients, NW Safety Signs is following WA State Guidelines for all projects including but not limited to: 6 ft social distancing, hand washing station, required PPE and proper sanitation methods. In the event employees are not able to be within 6' of separation while in a TC vehicle, an additional TC vehicle will be required, only in situations where they cannot meet on site, such as projects exceeding 31 miles from NWSS Headquarters; Overnight out of town projects which require individual hotel room accommodations for every employee.

Failure to comply with the terms listed above may be grounds for immediate removal of Northwest Safety Signs, Inc. personnel and equipment, without penalty from Contractor.

STANDARD (stock) CONSTRUCTION SIGNS

	<u>DAILY</u>
Standard Construction Signs (all sizes & shtg)	\$3.75
Sidewalk Closed on Type 1 Barricade	\$4.75
Sidewalk Closed Ahead Cross Here on Type 1 Barricade	\$4.75

CUSTOM RENTAL SIGNS

Plaques	\$25 setup	+\$3.75/day
24" and above	\$40 setup	+\$3.75/day

SIGN STANDS

WSDOT / Tripods	\$1.75
Plastic Cone Sign w/ arrow (clip in)	\$1.00

BARRICADES

Type I	\$1.50
Type I w/1 light	\$2.50
Barricade Light	\$1.00
Type III - 8'x5' Portable	\$9.00
Type III - 8'x5' w/lights	\$11.00
Type III w/sign & lights	\$14.75
Type III w/sign	\$12.75
A-Cades	\$9.00

CONES, DELINEATORS, DRUMS

18" and 28" Cones	\$0.60
39" Delineator w/12lb base	\$1.25
Traffic Drums	\$1.50
Traffic Drums W/light	\$2.50

MISCELLANEOUS ITEMS

Stop/Slow Paddles	\$3.75
Sand Bags	\$0.60 (\$4.50 replacement)
Safety Vests	\$4.00
Post Pounder	\$5.00 (\$285 replacement)
Band-It Tool	\$5.00
Light Paddles	\$10.00
Strobe Lights	\$10.00
Arrow Board:	\$85.00/Day, \$275.00/Wk, \$500.00/Mo (Minimum Rental: \$200.00)
VMS/PCMS:	\$275.00/Day, \$625.00 WK, \$1525.00/Mo (Minimum Rental: \$500)
Light + Tower + Generator:	\$85.00/Day, \$250.00 WK, \$545.00/Mo (Minimum Rental: \$85.00)
TMA:	Quote Required
Delivery or Pick-Up: \$35.00 in Bellingham + \$2.00/mile outside Bellingham. Excludes Set-Up. Excludes Arrow, VMS/PCMS or TMA.	

Rental Rates Calculated as Follows:

1 Day = 1 Working Day.
 1 Week = 5 Days in a 7 Day Period.
 1 Month = 21 Days in a 4 Week Period.
 Weekend only rental = 2 day charge. Quotes available for large quantity projects.

*NOTE: All items left on site to protect the jobsite will be billed at the rates/terms listed above. Any lost/stolen items will be charged a replacement fee.

By signing below, as an authorized agent of the Contractor, I accept the above conditions of this agreement.

Authorized Signature	Company Name	Date
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Exhibit B - Hourly Task Breakdown with Classifications R Avenue Long-Term Improvement City of Anacortes Land Development Engineering & Surveying											
		LABOR CLASSIFICATION									
Work Element Number	Work Element	Senior PLS In Charge	CAD 3 Engineer	Senior Survey Tech 1	Senior Survey Tech 2	Junior Survey Tech 1	Junior Survey Tech 2	Technician	Controller	TOTAL	LOADED LABOR
		Ray	Sheri	Nathan	Chris	Keegan	Simon	Eugine	Yanni	HOURS	COST
1.0	Consultant Team Design Input and Documentation	3	1	0	2	0	0	0	0	6	\$ 663
1.1	Consultant Team Design Input and Documentation	3	1	0	2	0	0	0	0	6	\$ 663
1.1.1	Meet virtually to set project assignments, lines of communication, project development and approval processes, and visit the site to assess current conditions	3	1		2					6	\$ 663
2.0	Environmental Assessments and Documentation	0	0	0	0	0	0	0	0	0	\$ -
3.0	Environmental Reporting and Permitting	0	0	0	0	0	0	0	0	0	\$ -
4.0	Geotechnical Analysis, Engineering, and Reporting	0	0	0	0	0	0	0	0	0	\$ -
5.0	Topographic and Boundary Surveying and Mapping	68	97	0	161	0	161	0	15	502	\$ 45,928
5.1	Topographic and Boundary Surveying and Mapping	68	97	0	161	0	161	0	15	502	\$ 45,928
5.1.1	Investigate public and private property ownership records to identify existing rights-of-way, easements, land encumbrances, and franchise agreement records	8	20							28	\$ 3,049
5.1.2	Develop existing rights-of-way, easements, and private property lines for basemapping	4	15							19	\$ 2,038
5.1.3	Establish or reestablish horizontal control on the Washington State Plane North Zone NAD83 datum and vertical control on the NGVD88 datum	4	6		30		30			70	\$ 5,874
5.1.4	Collaborate with the City's GIS/Mapping Department to implement survey mapping standards	4	4							8	\$ 908
5.1.5	Coordinate traffic control measures for field surveying activities	4			10		10			24	\$ 2,085
5.1.6	Contact the state "dial-before-you-dig" contractor number to field-identify utility locations and coordinate with the City so utility locates are completed prior to survey field work	2			10		10			22	\$ 1,836
5.1.7	Coordinate with the City on rights-of-entry to access private properties prior to survey field work	4	2							6	\$ 703
5.1.8	Conduct topographic data collection specific to property markers, roadways, soil test sites, aerial and underground utilities, and other natural and man-made features	2	2		80		80			164	\$ 13,148
5.1.9	Collect as-built data for potholed existing utilities and incorporate it into basemapping	2	4							6	\$ 660
5.1.10	Collect pre-design, subsurface utility explorations (potholing) data	2			15		15			32	\$ 2,629
5.1.11	Tie-in downstream conveyance routes and infrastructure (two additional shots on conveyances outside topographic survey limits defined above)				16		16			32	\$ 2,539
5.1.12	Prepare a detailed 3-D topographic terrain model and boundary survey basemap with one-foot contours for project areas within public rights-of-way and private properties	10	40							50	\$ 5,351
5.1.13	Include a high-resolution, geo-referenced aerial image into basemapping	2	4							6	\$ 660
5.1.14	Coordinate with Consultant Team members	10								10	\$ 1,244
5.1.15	Process monthly invoicing and project progress reports for submittal to Lochner	10							15	25	\$ 3,205
6.0	Stormwater Design, Documentation, and PS&E	0	0	0	0	0	0	0	0	0	\$ -
7.0	Roadway Improvements Design, Documentation, and PS&E	0	0	0	0	0	0	0	0	0	\$ -
8.0	Illumination Design and Plans Preparation	0	0	0	0	0	0	0	0	0	\$ -
9.0	Dry Utilities Design Coordination and Plans Preparation	0	0	0	0	0	0	0	0	0	\$ -
10.0	Sanitary Sewer and Potable Water Reviews and Investigations	0	0	0	0	0	0	0	0	0	\$ -

Exhibit B - Hourly Task Breakdown with Classifications R Avenue Long-Term Improvement City of Anacortes Land Development Engineering & Surveying											
		LABOR CLASSIFICATION									
Work Element Number	Work Element	Senior PLS In Charge	CAD 3 Engineer	Senior Survey Tech 1	Senior Survey Tech 2	Junior Survey Tech 1	Junior Survey Tech 2	Technician	Controller	TOTAL	LOADED LABOR
		Ray	Sheri	Nathan	Chris	Keegan	Simon	Eugine	Yanni	HOURS	COST
11.0	Easement Documentation	30	30	0	0	0	0	0	0	60	\$ 6,814
11.1	Easement Documentation	30	30	0	0	0	0	0	0	60	\$ 6,814
11.1.1	Create 6 temporary easement exhibits and legal descriptions required for field investigations and construction and for permanent easements for utility relocations	12	12							24	\$ 2,725
11.1.2	Manage approval of survey-related permit applications required for easement acquisitions	12	12							24	\$ 2,725
11.1.3	Stamp and record final property documentation and record with Skagit County	6	6							12	\$ 1,363
12.0	Utility Relocation Surveying	16	18	0	12	0	12	0	0	58	\$ 5,743
12.1	Utility Relocation Surveying	16	18	0	12	0	12	0	0	58	\$ 5,743
12.1.1	Coordinate with Lochner to establish horizontal and vertical position of existing power, telephone, fiber optic, and cable communication utilities needing relocation	10	14		0		0			24	\$ 2,682
12.1.2	Field-survey utility pole and utility support feature locations for review and approval by utility purveyors, the City, and if necessary, private landowners	6	4		12		12			34	\$ 3,061
13.0	Landscape Architecture/Urban Design and PS&E	0	0	0	0	0	0	0	0	0	\$ -
14.0	Cultural Resource Investigations and Reporting	0	0	0	0	0	0	0	0	0	\$ -
15.0	Contract Bid Package Compilation	0	0	0	0	0	0	0	0	0	\$ -
16.0	Bid Phase Support Services	0	0	0	0	0	0	0	0	0	\$ -
17.0	Public Meeting and Outreach	0	0	0	0	0	0	0	0	0	\$ -
18.0	Project Controls and Management	45	0	0	0	0	0	0	23	68	\$ 8,606
18.1	Project Controls and Management	45	0	0	0	0	0	0	23	68	\$ 8,606
18.1.1	Facilitate contractual responsibilities, project development criteria, and scopes of work	4							4	8	\$ 1,020
18.1.2	Prepare and administer subconsultant contracts	2							4	6	\$ 772
18.1.3	Review and provide comment on documentation prepared by the Consultant Team to provide clarity of designs, methodologies, and reporting									0	\$ -
18.1.4	Prepare and maintain a project schedule that identifies project milestones and deliverables	5								5	\$ 622
18.1.5	Consult with the City so design processes are understood and design approvals are obtained through City review cycles									0	\$ -
18.1.6	Perform internal QA/QC procedures by checking designs for constructability, and reports, plans, and calculations for conformance to applicable drawing/design standards	6								6	\$ 747
18.1.7	Maintain clear lines of communication through constant email and telephone contact	10							3	13	\$ 1,636
18.1.8	Control and monitor budget expenditures and project progress	6							4	10	\$ 1,269
18.1.9	Respond to and resolve issues developed during design/delivery of the Project	6								6	\$ 747
18.1.10	Attend up to twelve (12) monthly progress meetings at City offices and participate in design conference calls									0	\$ -
18.1.11	Prepare monthly invoicing and progress reports denoting work to date, issues addressed, upcoming tasks, and topics requiring coordination with the City	6							8	14	\$ 1,792
TOTAL HOURS AND COST		162	146	0	175	0	173	0	38	694	\$ 67,753



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

August 24, 2020

Land Development Engineering & Surveying, Inc.
5160 Industrial Place, Building 108
Ferndale, WA 98248-7819

Subject: Acceptance FYE 2019 ICR – Audit Office Review

Dear Yanni Gholem:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2019 Indirect Cost Rate (ICR) of 181.12% of direct labor. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 705-7019** or via email consultantrates@wsdot.wa.gov.

Regards;

Jonson, Erik
Aug 24 2020 3:47 PM

cosign

ERIK K. JONSON
Contract Services Manager

EKJ:ah

EXHIBIT
E-3
Hough Beck & Baird Inc.

Exhibit B - Fee Estimate

**R Avenue Long-Term Improvement
City of Anacortes
HBB Inc.**

Classification	Loaded Rate	Total Hours	Total Labor
Principal	\$ 166.02	26	\$ 4,317
Project Manager/Landscape Architect	\$ 145.90	90	\$ 13,131
Design	\$ 95.59	76	\$ 7,265
Comp./Tech	\$ 80.50	222	\$ 17,870
Contract Administration	\$ 113.20	10	\$ 1,132
Subtotal Labor:		424	\$ 43,714
3% Annual Salary Escalation @	0%	of Project	\$ -
Total Labor Cost			\$ 43,714
Direct Expenses:	Cost		
Mileage	\$	-	
Travel	\$	-	
Graphics/Reproduction	\$	-	
Postage/Shipping	\$	-	
Other Expenses	\$	200	
Total Direct Expenses:			\$ 200
TOTAL FEE ESTIMATE			\$ 43,914

Actuals Not To Exceed Table (ANTE)

WSDOT Agreement:

HBB Landscape Architecture

2101 Fourth Avenue, Suite 1800

Seattle, WA 98121

[illegible]

Exhibit B - Hourly Task Breakdown with Classifications
R Avenue Long-Term Improvement
City of Anacortes
HBB Inc.

Work Element Number	Work Element	LABOR CLASSIFICATION					TOTAL	LOADED LABOR
		Principal	Project Manager/Landscape Architect	Design	Comp./Tech	Contract Administration		
							HOURS	COST
1.0	Consultant Team Design Input and Documentation	0	0	0	0	0	0	\$ -
2.0	Environmental Assessments and Documentation	0	0	0	0	0	0	\$ -
3.0	Environmental Reporting and Permitting	0	0	0	0	0	0	\$ -
4.0	Geotechnical Analysis, Engineering, and Reporting	0	0	0	0	0	0	\$ -
5.0	Topographic and Boundary Surveying and Mapping	0	0	0	0	0	0	\$ -
6.0	Stormwater Design, Documentation, and PS&E	0	0	0	0	0	0	\$ -
7.0	Roadway Improvements Design, Documentation, and PS&E	0	0	0	0	0	0	\$ -
8.0	Illumination Design and Plans Preparation	0	0	0	0	0	0	\$ -
9.0	Dry Utilities Design Coordination and Plans Preparation	0	0	0	0	0	0	\$ -
10.0	Sanitary Sewer and Potable Water Reviews and Investigations	0	0	0	0	0	0	\$ -
11.0	Easement Documentation	0	0	0	0	0	0	\$ -
12.0	Utility Relocation Surveying	0	0	0	0	0	0	\$ -
13.0	Landscape Architecture/Urban Design and PS&E	7	61	68	192	0	328	\$ 32,017
13.1	Landscape Architecture/Urban Design and PS&E	7	61	68	192	0	328	\$ 32,017
13.1.1	Field review, assess, and analyze existing landscaping features and active pedestrian zones		8				8	\$ 1,167
13.1.2	Consult with the City Public Works and Parks and Consultant Team to determine the level of effort for application of trail and roadway landscape design features		3				3	\$ 438
13.1.3	Coordinate with the Consultant Team and City on designs for landscape-amended, low-impact stormwater areas		10				10	\$ 1,459
13.1.4	Prepare 30% design landscape drawings (20-scale)	2	6	24	40		72	\$ 6,721
13.1.5	Prepare renderings and exhibits for public open house including one (1) color-rendered plan of corridor and two (2) color-rendered section views	2	6	10	36		54	\$ 5,061
13.1.6	Develop a 30% design level cost opinion of landscape features		2		8		10	\$ 936
13.1.7	Combine landscaping PS&E deliverables with roadway and stormwater PS&E documentation for submittal to the City for 30% design review		4	4			8	\$ 966
13.1.8	Coordinate with the City on design reviews, revisions, and approvals		4				4	\$ 584

Exhibit B - Hourly Task Breakdown with Classifications R Avenue Long-Term Improvement City of Anacortes HBB Inc.							
		LABOR CLASSIFICATION					
Work Element Number	Work Element	Principal	Project Manager/Landscape Architect	Design	Comp./Tech	Contract Administration	TOTAL
							HOURS
13.1.9	Address the City's 30% design review comments specific to landscaping features		4	4	12		20
13.1.10	Perform expanded project detailing and incorporate review comments into a combined 90% PS&E package for City review	2	8	16	48		74
13.1.11	Prepare refined renderings and exhibits for public open house including one (1) color-rendered plan of corridor and two (2) color-rendered sections		4	6	24		34
13.1.12	Address the City's 90% review comments and combining latest revisions into an Ad-ready PS&E package sufficient for design approval and issuance for construction	1	2	4	24		31
14.0	Cultural Resource Investigations and Reporting	0	0	0	0	0	0
15.0	Contract Bid Package Compilation	0	0	0	0	0	0
16.0	Bid Phase Support Services	0	0	0	0	0	0
17.0	Public Meeting and Outreach	1	22	8	26	0	57
17.1	Public Meeting and Outreach	1	22	8	26	0	57
17.1.1	Attend and provide active involvement for a 30% design level stakeholder meeting attended by the City staff, key stakeholders, and a few Consultant Team members		4		2		6
17.1.2	Attend/provide involvement in two (2) public open houses scheduled and facilitated by the City, and attended by City officials, the public, and two Consultant members		8		8		16
17.1.3	Create informational materials (conceptual roadway improvement and roundabout drawings and exhibits) suitable for use in public meetings		4	8	16		28
17.1.4	Provide support to the City's lead role in public outreach	1	6				7
18.0	Project Controls and Management	18	7	0	4	10	39
18.1	Project Controls and Management	18	7	0	4	10	39
18.1.1	Facilitate contractual responsibilities, project development criteria, and scopes of work						0
18.1.2	Prepare and administer subconsultant contracts						0
18.1.3	Review and provide comment on documentation prepared by the Consultant Team to provide clarity of designs, methodologies, and reporting						0
18.1.4	Prepare and maintain a project schedule that identifies project milestones and deliverables						0
18.1.5	Consult with the City so design processes are understood and design approvals are obtained through City review cycles						0
18.1.6	Perform internal QA/QC procedures by checking designs for constructability, and reports, plans, and calculations for conformance to applicable drawing/design standards	16	4		4		24
18.1.7	Maintain clear lines of communication through constant email and telephone contact						0
18.1.8	Control and monitor budget expenditures and project progress						0
18.1.9	Respond to and resolve issues developed during design/delivery of the Project						0

LOADED LABOR
COST
\$ 1,932
\$ 6,892
\$ 3,089
\$ 2,772
\$ -
\$ -
\$ -
\$ 6,233
\$ 6,233
\$ 745
\$ 1,811
\$ 2,636
\$ 1,041
\$ 5,464
\$ 5,464
\$ -
\$ -
\$ -
\$ -
\$ -
\$ 3,562
\$ -
\$ -
\$ -

Exhibit B - Hourly Task Breakdown with Classifications R Avenue Long-Term Improvement City of Anacortes HBB Inc.							
		LABOR CLASSIFICATION					
Work Element Number	Work Element	Principal	Project Manager/Landscape Architect	Design	Comp./Tech	Contract Administration	TOTAL
							HOURS
18.1.10	Attend up to twelve (12) monthly progress meetings at City offices and participate in design conference calls	2	3				5
18.1.11	Prepare monthly invoicing and progress reports denoting work to date, issues addressed, upcoming tasks, and topics requiring coordination with the City					10	10
TOTAL HOURS AND COST		26	90	76	222	10	424

LOADED LABOR
COST
\$ 770
\$ 1,132
\$ 43,714



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

May 29, 2020

Hough Beck & Baird, Inc.
215 Westlake Avenue North
Seattle, WA 98109

Subject: Acceptance FYE 2019 ICR – Risk Assessment Review

Dear Pam Neuman:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2019 ICR of 121.55% of direct labor. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email consultantrates@wsdot.wa.gov.

Regards;

Jonson, Erik
May 29 2020 1:47 PM

cosign

ERIK K. JONSON
Contract Services Manager

EKJ:ah

EXHIBIT
E-4
GeoEngineers, Inc.

Exhibit B - Fee Estimate

R Avenue Long-Term Improvement City of Anacortes GeoEngineers, Inc.

Classification	Loaded Rate	Total Hours	Total Labor
Principal	\$ 254.08	8	\$ 2,033
Associate	\$ 206.86	19	\$ 3,930
Senior 2 Engr/Sci	\$ 176.17	91	\$ 16,031
Senior 1 Engr/Sci	\$ 161.70	20	\$ 3,234
Project Engr/Sci 2	\$ 148.57	16	\$ 2,377
Project Engr/Sci 1	\$ 127.85	33	\$ 4,219
Staff Engr/Sci 3	\$ 115.92	45	\$ 5,216
Staff Engr/Sci 2	\$ 107.20	72	\$ 7,719
Staff Engr/Sci 1	\$ 97.53	48	\$ 4,681
CAD Design Coordinator	\$ 129.68	1	\$ 130
CAD Designer	\$ 105.81	12	\$ 1,270
Lead Technician	\$ 108.67	-	\$ -
Senior Technician	\$ 88.78	20	\$ 1,776
Technician	\$ 74.82	-	\$ -
Administrator 3	\$ 113.16	16	\$ 1,811
Administrator 2	\$ 97.53	31	\$ 3,023
Administrator 1	\$ 66.50	8	\$ 532
Subtotal Labor:		440	\$ 57,982
3% Annual Salary Escalation @ 0% of Project			\$ -
Total Labor Cost			\$ 57,982
Direct Expenses:		Cost	
Mileage		\$ 633	
Subcontracted Driller		\$ 9,370	
Subcontracted Traffic Control		\$ 1,675	
Subcontracted Test Pits		\$ 5,630	
EDR Report (HAZMAT)		\$ 800	
GPS Unit (\$350 for 1-day + shipping)		\$ 350	
Other Expenses		\$ -	
Total Direct Expenses:		\$	18,458
TOTAL FEE ESTIMATE		\$	76,440

Actuals Not To Exceed Table (ANTE)

R Avenue Improvements, City of Anacortes GeoEngineers, Inc. 600 Dupont Street Bellingham, WA 98225				
Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE*	Fixed Fee NTE	Billing Rate NTE
		202.52%	30.00%	
Principal	\$76.41	\$154.75	\$22.92	\$254.08
Associate	\$62.21	\$125.99	\$18.66	\$206.86
Senior Engineer/Scientist 2	\$52.98	\$107.30	\$15.89	\$176.17
Senior Engineer/Scientist 1	\$48.63	\$98.49	\$14.59	\$161.70
Project Engineer/Scientist 2	\$44.68	\$90.49	\$13.40	\$148.57
Project Engineer/Scientist 1	\$38.45	\$77.87	\$11.54	\$127.85
Staff Engineer/Scientist 3	\$34.86	\$70.60	\$10.46	\$115.92
Staff Engineer/Scientist 2	\$32.24	\$65.29	\$9.67	\$107.20
Staff Engineer/Scientist 1	\$29.33	\$59.40	\$8.80	\$97.53
CAD Design Coordinator	\$39.00	\$78.98	\$11.70	\$129.68
CAD Designer	\$31.82	\$64.44	\$9.55	\$105.81
Lead Technician	\$32.68	\$66.18	\$9.80	\$108.67
Senior Technician	\$26.70	\$54.07	\$8.01	\$88.78
Technician	\$22.50	\$45.57	\$6.75	\$74.82
Administrator 3	\$34.03	\$68.92	\$10.21	\$113.16
Administrator 2	\$29.33	\$59.40	\$8.80	\$97.53
Administrator 1	\$20.00	\$40.50	\$6.00	\$66.50

Andrew Strahler

From: Jim Lewis <jim.boretec@gmail.com>
Sent: Tuesday, October 27, 2020 11:35 AM
To: Andrew Strahler
Cc: Bob Sheldon; Jan Bourget; Aaron Hartvigsen
Subject: Re: City of Anacortes Long Term Improvement Project Drilling

[EXTERNAL]

Andrew

Here is the estimate for your project in Anacortes

Mob Demob	\$ 600.00
Permits	200.00
180' Augering @ \$19.00/ft	3,420.00
Extra samples	450.00
Well materials	1,100.00
Hourly charges	1,250.00
Bentonite chips	550.00
Cuttings removal if required	450.00
Subsistence	500.00
State sales tax	850.00
 Estimate total	 \$9,370.00

If the pavement cores require the concrete core cutter they will be charged at \$250.00 ea.

This project will take longer than 1/2 to 3/4 of a day more like a 1 1/2 days..

Any questions or concerns please give me a call.

This is only an estimate, actual costs may vary

Thanks,
Jim

On Tue, Oct 27, 2020 at 9:49 AM Andrew Strahler <astrahler@geoengineers.com> wrote:

Jim,

Thank you for being patient with me on the double ditch culvert drilling start card. We managed to get that one drilled on time and on budget. Hopefully my delay didn't cause you too much heartburn.

Subcontracted Traffic Control

ID	County or Item	Wage Type	Wage Rate	Per	Exp. Time	Cost
1	Whatcom and Skagit	TC Labor - Regular	\$ 33.25	Hour	18	\$ 598.50
2	Vehicle	66-115 mi	\$ 115.00	Day	2	\$ 230.00
3	Whatcom and Skagit	TC Supervisor - Regular	\$ 39.50	Hour	18	\$ 711.00
4						\$ -
Subtotal						\$ 1,539.50
Tax						8.8%
Cost Estimate						\$ 1,674.98

Subcontracted Test Pits/PIT

	Unit	Unit Price	Qty	Cost
Mobilization	per project	\$ 500.00	1	\$ 500.00
Excavator/Operator	per hour	\$ 115.00	20	\$ 2,300.00
Water Truck	per day	\$ 585.00	2	\$ 1,170.00
Water Truck Operator	per hour	\$ 60.00	20	\$ 1,200.00
Subtotal				\$ 5,170.00
Markup				0%
APC				0%
Tax				\$ 454.96
Total				\$ 5,630.00

Estimate assumptions:

1. PIT testing will be completed in areas where traffic control is not required.
2. Estimate is for a single operator with a single helper to fill the water truck.
3. Unit rate estimates are based on an invoice from PIT testing completed in February on the Smokey Point Boulevard (See Link Below).
4. No markup or APC.
5. Assumes 2 days of PIT testing. One test per day.
6. Assumes water truck can be filled from hydrant.

[LINK TO SAMPLE INVOICE](#)

Would you be able to work up an estimate and tentative scheduling for some drilling on a project in Anacortes? Details below:

1. 10 to 12 shallow borings with pavement cores.
2. Most boring depths ranging from 10 to 15 ft with a few up to 20 ft.
3. Up to 180 feet of drilling.
4. Up to 2 piezometers with 10 ft PVC screens.
5. Up to 24 extra samples (Double sampling to 10 ft).
6. Planning on ½ to ¾ of a day of drilling.

Thank you,

Andrew Strahler
Staff Geotechnical Engineer 3, EIT | GeoEngineers, Inc.

Fax: 360.647.5044

Mobile: 208.301.1072

Email: astrahler@geoengineers.com

600 Dupont Street
Bellingham, WA 98225
www.geoengineers.com

Disclaimer: Any electronic form, facsimile or hard copy of the original document (email, text, table, and/or figure), if provided, and any attachments are only a copy of the original document. The original document is stored by GeoEngineers, Inc. and will serve as the official document of record.

Confidentiality: This message is confidential and intended solely for use of the individual or entity to whom it is addressed. If you are not the person for whom this message is intended, please delete it and notify me immediately, and please do not copy or send this message to anyone else.

Exhibit B - Hourly Task Breakdown with Classifications R Avenue Long-Term Improvement City of Anacortes GeoEngineers, Inc.																			
Work Element Number	Work Element	LABOR CLASSIFICATION																	TOTAL
		Principal	Associate	Senior 2 Engr/Sci	Senior 1 Engr/Sci	Project Engr/Sci 2	Project Engr/Sci 1	Staff Engr/Sci 3	Staff Engr/Sci 2	Staff Engr/Sci 1	CAD Design Coordinator	CAD Designer	Lead Technician	Senior Technician	Technician	Administrator 3	Administrator 2	Administrator 1	
																			HOURS
1.0	Consultant Team Design Input and Documentation	0	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8
1.1	Consultant Team Design Input and Documentation	0	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8
1.1.1	Meet virtually to set project assignments, lines of communication, project development and approval processes, and visit the site to assess current conditions		4	4															8
2.0	Environmental Assessments and Documentation	2	0	40	0	0	8	0	40	0	0	0	0	0	0	16	4	2	112
2.1	Environmental Assessments and Documentation	2	0	40	0	0	8	0	40	0	0	0	0	0	0	16	4	2	112
2.1.1	Review, assess, and analyze existing environmental documentation to identify potential critical areas and the level of effort for permit documentation			1					2										3
2.1.2	Communicate with City and WSDOT staff to establish a permit matrix, develop lines of communication, and communicate permitting requirements and submittal requirements			2					5							1			8
2.1.3	Conduct a paper review of critical areas within right-of-way, the Project's APE, and areas within three hundred feet of the project area per Anacortes Municipal Code			6					9							1			16
2.1.4	Prepare a summary letter (and map exhibits if required) showing results of the reconnaissance and of reviews of existing information	2		5					20							2	2		31
2.1.5	Discuss impact avoidance design options with Lochner and the City			4					2										6
2.1.6	Provide collaborative consultation with WSDOT Highways and Local Programs			12												2			14
2.1.7	Coordinate with the Project's Cultural Resource agent on reviews for the Project (DAHP and compliance with Section 106 of the National Historic Preservation Act)			2					2										4
2.1.8	Prepare other permit applications and supporting documentation and coordinate with resource agencies on application reviews and approvals.																		0
2.1.9	Assist and coordinate with Consultant Team members			6															6
2.1.10	Process monthly invoicing and project progress reports for submittal to Lochner			2			8									10	2	2	24
3.0	Environmental Reporting and Permitting	6	0	28	20	16	25	0	32	0	0	4	0	0	0	0	12	0	143
3.1	Environmental Reporting and Permitting	6	0	28	20	16	25	0	32	0	0	4	0	0	0	0	12	0	143
3.1.1	Review readily available existing geotechnical information provided by the City, and in-house geotechnical information from nearby projects			8					16										24
3.1.2	Coordinate the field exploration program including subcontracted explorations			1		6													7
3.1.3	Visit the site to complete a brief geologic reconnaissance, evaluate exploration constraints, and identify and mark exploration locations	1		2		6											3		12
3.1.4	Perform field explorations and collect data to evaluate subsurface soil and groundwater conditions	2			20				4			4					3		33
3.1.5	Evaluate pertinent physical and engineering characteristics of the site soils from laboratory tests performed on samples obtained from the explorations.			6					8								3		17
3.1.6	Conduct engineering analysis based on site conditions encountered and soil samples collected, and formulate geotechnical recommendations and conclusions			6		4			4										14
4.0	Geotechnical Analysis, Engineering, and Reporting	0	15	19	0	0	0	45	0	48	1	8	0	20	0	0	15	6	177
4.1	Geotechnical Analysis, Engineering, and Reporting	0	15	19	0	0	0	45	0	48	1	8	0	20	0	0	15	6	177
4.1.1	Review readily available existing geotechnical information provided by the City, and in-house geotechnical information from nearby projects		2					2									2		6
4.1.2	Coordinate the field exploration program including subcontracted explorations		1	2				8									2	2	15
4.1.3	Visit the site to complete a brief geologic reconnaissance, evaluate exploration constraints, and identify and mark exploration locations							5											5
4.1.4	Perform field explorations and collect data to evaluate subsurface soil and groundwater conditions			2				4		40								2	48
4.1.5	Evaluate pertinent physical and engineering characteristics of the site soils from laboratory tests performed on samples obtained from the explorations.		1	1				2						20			4		28
4.1.6	Conduct engineering analysis based on site conditions encountered and soil samples collected, and formulate geotechnical recommendations and conclusions		2	4				8		4							1		19
4.1.7	Prepare a geotechnical engineering report with site conditions encountered, laboratory testing results, and engineering conclusions and construction recommendations		6	2				10		4	1	8					4		35
4.1.8	Assist and coordinate with Consultant Team members		2	4				2											8
4.1.9	Process monthly invoicing and project progress reports for submittal to Lochner		1	4				4									2	2	13
5.0	Topographic and Boundary Surveying and Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6.0	Stormwater Design, Documentation, and PS&E	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7.0	Roadway Improvements Design, Documentation, and PS&E	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8.0	Illumination Design and Plans Preparation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9.0	Dry Utilities Design Coordination and Plans Preparation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Exhibit B - Hourly Task Breakdown with Classifications R Avenue Long-Term Improvement City of Anacortes GeoEngineers, Inc.																			
Work Element Number	Work Element	LABOR CLASSIFICATION																	TOTAL
		Principal	Associate	Senior 2 Engr/Sci	Senior 1 Engr/Sci	Project Engr/Sci 2	Project Engr/Sci 1	Staff Engr/Sci 3	Staff Engr/Sci 2	Staff Engr/Sci 1	CAD Design Coordinator	CAD Designer	Lead Technician	Senior Technician	Technician	Administrator 3	Administrator 2	Administrator 1	
																			HOURS
10.0	Sanitary Sewer and Potable Water Reviews and Investigations	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11.0	Easement Documentation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12.0	Utility Relocation Surveying	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL HOURS AND COST		8	19	91	20	16	33	45	72	48	1	12	0	20	0	16	31	8	440

LOADED LABOR
COST
\$ -
\$ -
\$ -
\$ 57,982



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

July 31, 2020

GeoEngineers, Inc.
17425 NE Union Hill Rd, Suite 250
Redmond, WA 98052

Subject: Acceptance FYE 2019 ICR – CPA Report

Dear Jane Lu:

We have accepted your firms FYE 2019 Indirect Cost Rate (ICR) of 202.52% of direct labor (rate includes 0.47% Facilities Capital Cost of Money) based on the "Independent CPA Report," prepared by BDO USA, LLP. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email consultantrates@wsdot.wa.gov.

Regards;

Jonson, Erik
Aug 3 2020 2:07 PM
cosign

ERIK K. JONSON
Contract Services Manager

EKJ:ah

Exhibit F

Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the “REGULATIONS”), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT’s obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT’s non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Exhibit G

Certification Document

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of _____
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of

whose address is

and that neither the above firm nor I have

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the _____

and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of _____

I hereby certify that I am the:

- ☐ City Engineer
- ☐ Other

of the _____, and _____

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; o
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the _____

and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

Exhibit G-2 Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; an
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the require certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer’s representative in support of _____* are accurate, complete, and current as of _____**.

This certification includes the cost or pricing data supporting any advance AGREEMENT’s and forward pricing rate AGREEMENT’s between the offer or and the Government that are part of the proposal.

Firm: _____

Signature

Title

Date of Execution _____***.

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ _____.

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ _____.

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$ _____.

- Include all costs, fee increase, premiums.
 - This cost shall not be billed against an FHWA funded project.
 - For final contracts, include this exhibit
-

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant has alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 Forward Documents to Local Programs

For federally funded projects, all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) total a \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit

Discussion items:

- Introduction
 - Capital Facility Plan – T-1301
 - 2007: R Avenue Corridor Plan was developed
 - 2012: Last presentation to Council when presenting the 22nd R Roundabout, which was constructed in 2013.
 - Revision to the agenda bill due to wrong contract amount.
- Large Transport Corridor
- Future and Current Land Use Activity
- R Avenue Long Term Improvement Project.
- Traffic Study
- Grant Opportunity
- Consultant Selection
- Questions?

Large Transport Corridor (2017)

Work with:

- Tesaro/Andeaver/ Marathon to construct a Large Transport Corridor.
- All overhead utilities were placed underground
- A new swivel base was installed on the signal poles to allow them to be rotated.



17th Street and Q Avenue Signal Base



Technical Information can be found:

- City Website under Public Works\Projects\Large Transport
- Youtube – Blacklaw Swivel

17th Street and Q Avenue Signal Base



Sail Electric doing the installation of the swivel
Swivel has achieved WSDOT QPL Approval

22nd and R Avenue Roundabout

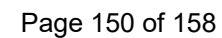


Unit: 100-feet Long x 30-feet Wide x 35-feet High –
Overall length is approximately 180-feet

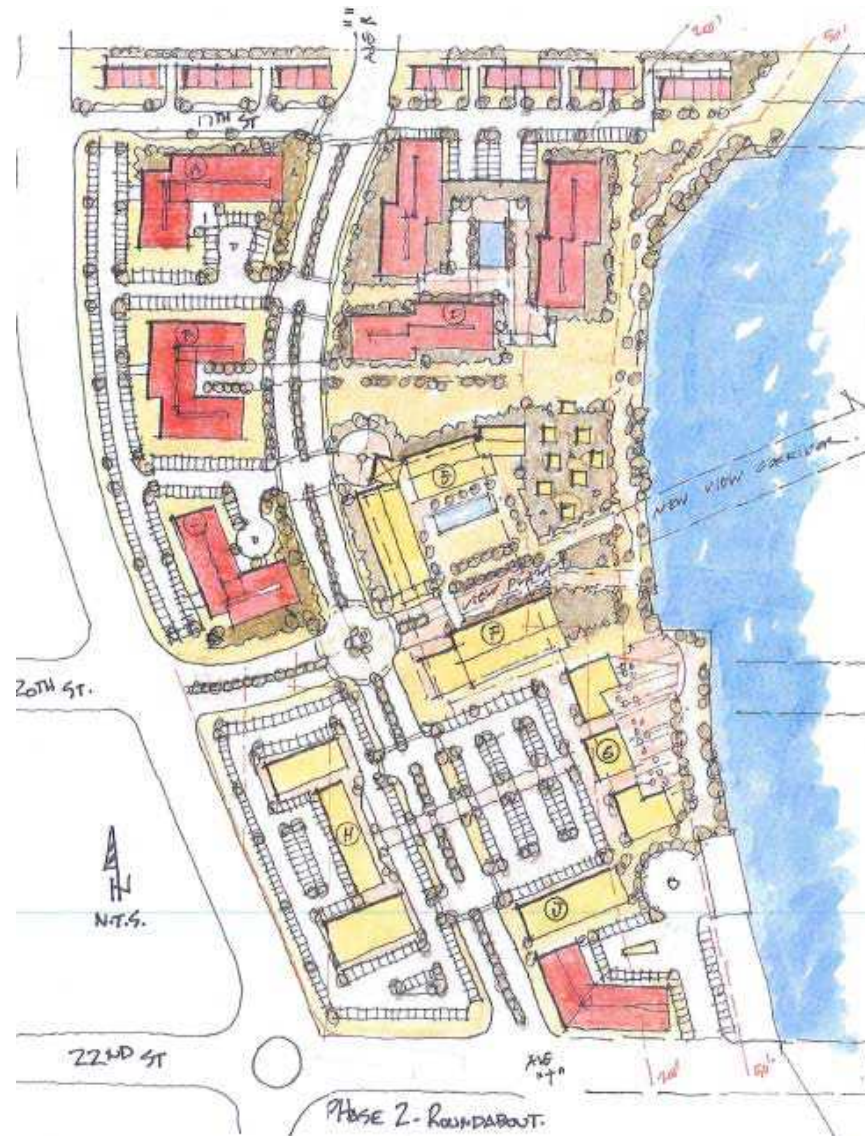


Land Use – 10,000' Level\Development and Proposed





MJB Development Plan – Comp Plan



R Avenue Long Term Improvement Project (PW#20-170-TRN\HIPUS-STPUS-6239(002))

Phase 1: New Flashing Pedestrian crossings. 3 out of 4 installed. (2012). Installation of a new crossing at 26th/27th Street with this project.

Phase 2: Roundabout at 22nd and R Avenue (2013)

Phase 3: This phase. Road Improvements

Phase 4: Paving 34th Street (2014)

Phase 5: Pedestrian Improvements to Phase 3 and R Avenue.

Phase 6: Restripe of SR20 Spur (2018)



Phase 3 and Phase 5- Improvements

- Roundabout at 30th and R – Very similar to 22nd and R Avenue Design
- Improve 30th Street from R to Q Avenue. (Curb\Gutter\Sidewalk)
- Improve Q Avenue from 29th Street to 32nd Street. (Curb\Gutter\Sidewalk)
- Improve 29th Street from Q Avenue to Commercial with a Pedestrian Crossing. (Curb\Gutter\Sidewalk)
- 10-foot wide Multi-Use sidewalks from 22nd Street to 34th Street
- Full median from 22nd to 34th on R Avenue
- Water Quality Features within the existing Right-of-Way

Traffic Study:

- December of 2019: The Public Works and Planning Department worked with TSI (Transportation Solutions, Inc.) to develop a City Wide Concurrency Model for the City of Anacortes.
- January 2020: This report was provided to the City Engineer.

2019 Level of Service Deficiencies

Intersection LOS deficiencies currently exist at four intersections citywide, as shown in **Table 5**.

Table 5. 2019 Intersection Level of Service Deficiencies

ID	Location	Control Type ¹	LOS (Delay) ²
31	R Ave & 28th St	TWSC	D (34.1)
32	R Ave & 30th St	TWSC	E (35.6)
36	Commercial Ave (SR 20 Spur) & 32nd St	Signal	E (62.3)
53	R Ave & 34th St	TWSC	D (26.8)

¹TWSC = minor approach stop control; AWSC = all-way stop control; Signal = signalized

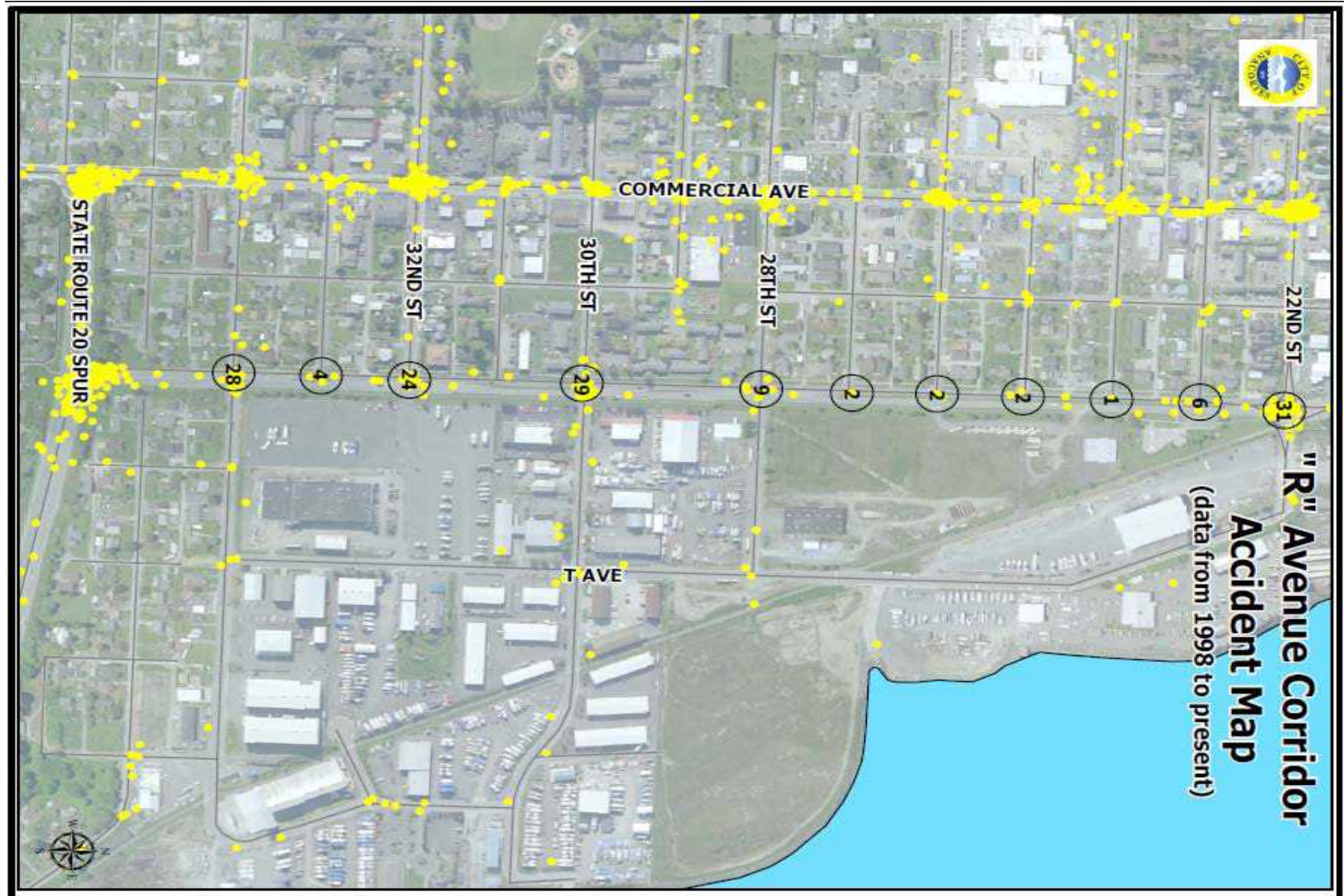
²For TWSC intersections, delay is reported for the worst (i.e. highest-delay) movement; for all other control types, average intersection delay is reported.

Three of the four LOS-deficient intersections are located along R Ave, which is programmed for unspecified capacity improvements as part of the WSDOT 2019-2024 Six-Year Transportation Improvement Program (TIP). Each of the LOS-deficient intersections along R Ave are stop-controlled, with LOS deficiencies triggered by delay on minor-street approaches carrying less than 100 vehicles per hour.

The intersection of Commercial Ave and 32nd St operates at LOS E and below the minimum LOS D standard. No capacity improvements are currently programmed at this location.

Traffic Study: (Accident Date)

- Available via the COA Interactive Mapping under Public Works\GIS Mapping



Grant Funding Opportunities:

- **May 2019:** Surface Transportation Block Grant Program via Skagit Council of Governments (May of 2019) for Design only, not Construction. We ranked as the number one project in the County due to Safety and Pedestrian\ Bicycle improvements, plus area of Low-income housing.
- **April 2020:** Due to obligation issues from other Agencies, this project was able to move forward a year early. The City was awarded the Federal Grant in the amount of \$525,488.00.

The Grant provides for 86.5% Federal Funds with a Local Match of 13.5%, plus \$1,000.00 for WSDOT review (JA Account).

The City guaranteed funding obligated by August of 2020. Target date met.

- **July 2020:** WSDOT provided a letter to the Public Works Director.

Available Funds:

- \$525,488.00 (Federal Funds: \$311,217.00 **STPUS**\\$214,271 **HIPUS**)
- \$83,012.00 (Local Match – Impact Fees)
- \$608,500.00 (Total Funds for Design)

Consultant Selection:

August 2020 – Advertised for Statement of Qualifications (SOQ) to Engineering Firms.

September 2020 – Received 5 packets from Engineering Firms, from Lynden to Seattle\Kirkland, Washington.

September 2020 – Consultant submittal review and scoring by PW Engineering based on criteria outline in the SOQ.

- Lochner = 113
- Reid Middleton = 110
- KPFF = 105
- Skillings = 87
- RH2 = 82
- Gray and Osborne = 72
- Reichhardt and Ebe = 72

Project Funds:

\$525,488.00 (Federal Funds)

\$573,207.00 (Lochner Contract)

\$47,719.00 (Impact Fee Funds)

R Avenue Long Term Improvement Project
(PW#20-170-TRN\HIPUS-STPUS-6239(002)

QUESTIONS?